

(First day)

PUBLIC HEARING

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SENATE COMMITTEE (CREATED UNDER SENATE RESOLUTION NO. 4 (1958)  
AND RECONSTITUTED UNDER SENATE RESOLUTION NO. 3 (1959)) TO  
INVESTIGATE THE COST OF GARBAGE COLLECTION AND DISPOSAL.

Held: January 27, 1959  
Senate Chamber  
State House  
Trenton, New Jersey

TESTIMONY OF: CRESCENT J. ROSELLE

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1959

MEMBERS OF COMMITTEE PRESENT:

SENATOR WALTER H. JONES (Chairman)

SENATOR RICHARD R. STOUT

ALSO:

NELSON G. GROSS, ESQ.,

DAVID W. HANIS, ESQ.

COUNSEL TO THE COMMITTEE

JOHN F. CANNON, Deputy Attorney General,  
as an observer.

SENATOR WALTER H. JONES (CHAIRMAN): Our first witness will be Mr. Roselle.

C R E S C E N T J. R O S E L L E, called as a witness, being duly sworn according to law, testified as follows:

BY SENATOR JONES:

Q Mr. Roselle, you are here today pursuant to a subpoena which was issued and served upon you on what day?

A On Friday, Friday past.

Q You are here and you submit to the authority of the Committee, as a result of that subpoena? You're here to testify pursuant to the subpoena.

A Yes, I am

SENATOR JONES: All right, Counsel, you can take over.

BY MR. GROSS:

Q Mr. Roselle, have you given your full address to the reporter?

A No, I haven't. 469 South Clinton Street, East Orange, New Jersey.

Q Mr. Roselle, do you have any connection with the garbage industry? Are you a contractor or do you have some interest in contracting companies?

A Yes, we are garbage contractors.

Q Will you tell us what your interest is?

A Well, we've been in the garbage business for a number of years. My dad was in it for a number of years.

Q What is the name of your company?

A Peter Roselle & Sons.

Q Is that the only company you operate under?

A No. Well, we operate under Peter Roselle & Sons, Peter Roselle & Sons Company, and Peter Roselle & Company.

Q And you've been in the business for how long?

A I've been in it all my life. My dad was in it since 1914.

Q In what area do you operate? A We operate in the City of East Orange, Orange, West Orange, South Orange, Maplewood, Elizabeth, Union, - most of Essex and Union County.

Q And would you consider yourself one of the larger contractors in the State? A At the present time, yes.

Q Are you a member of any -- that is, your company, - is it a member of any association? A No.

BY SENATOR JONES:

Q Mr. Roselle, you say that you are one of the larger or one of the largest contractors in the State in the garbage business? A Well, I wouldn't say we were the largest but we are one of the big ones.

Q You're one of the big ones. A In the State.

Q How many towns do you presently collect garbage in?

A I mentioned them.

Q You are collecting in all of the towns you mentioned?

A Yes.

Q Right now? A Yes, sir. Under contract and private also. Some of them are private and some of them are contract.

Q When you say "contract" you mean by that that you have entered into a bid -- A Yes.

Q -- procedure with the municipality and have been awarded the bid on a low bid basis. Is that right?

A A low competitive basis, yes.

Q And what is the total income that you get out of these public contracts at the present time? A May I have a piece of paper and pencil?

Q Sure. (Request complied with.)

A Approximately \$850,000 a year.

Q This is from public contracts. A Yes, sir.

Q Would you care to say what, in addition, you receive from your private contract work? A Yes, I can say, - about another additional \$30 or \$40 thousand.

SENATOR JONES: Go ahead, Counsel.

BY MR. GROSS:

Q Mr. Roselle, could you say how many trucks you have at the present time? A Well, we have approximately 40 closed trucks and about 10 open trucks, the older type garbage truck.

Q Are they all in operation? that is, all used currently? A From time to time, yes.

Q How many men do you have working for you?

A We have approximately - in the neighborhood of 80 men.

Q Eighty men working at all times? A Yes, sir. Between 70 and 80 men.

Q Does that fluctuate greatly over seasonal terms or does it remain fairly constant? A Well, it's possible during clean-up weeks and during the holidays we might have as high as a hundred. It might drop down to as low as 50. An average of 70 or 80 throughout the year.

Q What would you say your total payroll was for a weekly period? A Do I have to answer that question?



I feel that's rather personal and this is public.

Q Well, what is your wage, your average wage?

A My wage?

Q For each one of those men. A Oh, the wage for the men. I'm sorry. I misunderstood the question. We pay \$104 and \$114. Our men are part of Local 945 and their rate is \$2.00 per hour and \$2.20 per hour.

Q Now, what hourly week do these people work? In other words, how many days a week? A We operate 6 days a week.

Q Six days a week. A Yes, sir.

Q Do they customarily work overtime or is this 6 day week set? A No. It's an hourly basis, 8 hour day, overtime, etc. Overtime over 40 hours.

Q Now, how long have you been paying your men \$104 and \$114? A Effective January 1, 1958.

Q That was the first time you paid that rate? A Yes, sir. The first time we signed a contract for such.

Q I see. And preceding that date what had you been paying? A We had existing union contracts, contracts that were signed anywhere from 1955 and 1957, and the rates were established between \$52.00, \$58.00, \$68.00, \$76.00, \$80.00 and \$88.00, depending on the time the contracts were signed with the Local. We have a unique situation due to the fact that we're the only contractor in the State that has a separate category of men who work in pull-out and set-back. You have to explain that in order for the layman to understand it. The pull-out man pulls out the cans from the side of the house. There aren't many contracts that are such. The set-back

man sets back the empty cans. We have a number of handicapped men in those two classifications.

Q Well, Mr. Roselle, in other words, you're wage was solely dependent on one specific job and you had a separate wage contract with the Union for each particular job. Is that it? A Yes, sir.

Q And the Local did not care to set a wage constant throughout the entire industry. Is that it?

A Well, I'd say previous to 1958, as the contracts expired the Union would negotiate a newer contract at additional increase in wages for the men, as they expire. At the present time we have contracts that are still in existence.

Q Well, in the course of --

SENATOR JONES: Just a minute. Let him finish that.

BY SENATOR JONES:

Q You have contracts that are still in existence. What does that mean? A Well, they are contracts that were signed previous to 1958.

Q Right. A In which, previous to that we were paying men \$52.00 a week --

Q Right. A -- and as of January 1 we had to pay \$104 a week.

Q Did the contract expire? A No, sir. Our Union contract expired, yes.

Q Yes, that's right. The Union contract expired. A Right.

Q And you had specific cases then - in your negotiations you had specific cases where the salary went from \$52 a week to

\$104 a week?           A     Yes, sir.

Q     What particular contract was that?           A     The City of East Orange.

Q     In the City of East Orange, then, for all the times prior to January 1, 1958 you were picking up garbage, refuse and other disposal, pursuant to a contract and bid and specification, - you were picking this up for \$52 a week. That's what you were paying your laborers.           A     Yes.

Q     Your helpers, your truck drivers. Is that right?  
A     No.

Q     Well, what were you paying?           A     You misunderstood me. Our pull-outmen and set-back men were receiving \$52.00 a week - or rather our set-back men were receiving \$52.00. They were receiving \$1.00 an hour. Our pull-out men were receiving \$1.19 an hour. Previous to that, on the previous contract these same men received \$40.00 a week - on a contract previous to the contract that we signed in 1955.

Q     Right.           A     They did receive an increase in wages, previously. In proportion, our drivers went up, our loaders went up, our pull-out men went up, our set-back men went up.

Q     All right. So that your current rate then for these handicapped people -- is that your point? that you have handicapped people working on the trucks?           A     Not necessarily, no. That isn't my point. The point is that there was a hundred percent raise. We had no alternative but to sign a contract for it.

Q     Well, I'm trying to get this straight. Prior to January 1, 1958, you were paying \$40 and \$52 a week?           A     No.

Prior to January 1, 1958, our wage scale in the City of East Orange was as follows: Set-back men, \$52.00 a week; pull-out men, \$58 a week; loaders \$68 a week; drivers, \$76 a week. That was in the City of East Orange.

Q What happened on January 1, 1958, to those same classifications? A On January 1, 1958, these same classifications went to: Pull-out men, set-back men, and loaders - \$104 a week; load-drivers - \$114.40 per week.

Q O.K. And that's because the Union contract that you had expired even though the contract with the town of East Orange did not expire. A That's right.

BY MR. GROSS:

Q Mr. Roselle, in the course of negotiations with the Union - I assume you had negotiations with the Union - was there ever -- A You're assuming too much.

Q Let me finish the question, Mr. Roselle. You mentioned negotiations before, for wages. Were there compromises generally on the question of wages? A Yes, there was.

Q That is, every time a contract came up the Union would first set a specific wage request and you would say, "Well, I can pay so much." and then you would compromise. Is that it?

A Well, we would try to have some sort of an understanding as far as the wage increase, and there would be an established fee set - or rather as far as the wage. It would be a compromise of some type. Previous to this contract the wage demand was \$68 and \$76. Due to the fact that we had these pull-out and set-back men they gave us an allowance of \$52 and \$58 for set-back men and pull-out men. Our drivers received \$76 and our loaders received \$68.

Q Now on January 1, 1958 did you have any compromise at all? A None whatsoever.

Q Was this the first time that there was no compromise?

A Well, no. I've seen other times before that the wage demand was met.

Q Well, in your knowledge of the industry and what is going on in garbage and wage contracts, has there been any compromise on this figure of \$104 - \$114 set on January 1, 1958?

A Not that I know of.

Q In other words, this is the first time that there has been no compromise throughout the entire industry, as far as you know. A That's right.

Q When did you first receive notice that there was going to be a wage of \$104 and \$114, the first time?

A Well, I would say in 1956 the wage demands were more or less sent out. It didn't necessarily mean they were going to be that.

Q I see. You first got notice in '56. A Well, we received notice on different jobs that we bid throughout the year '56-57.

Q Mr. Roselle, you say you are not a member of any Association now, at the present time. Has your company ever been a member of an association? A Yes. We've been a member of the New Jersey State-Municipal Contractors Association.

Q When did you first join that Association?

A January or February of '57.

Q Do you know when the Association was first organized?

A I believe it was in October or November of '56. I'm not sure.

Q So, you were one of the original members?

A No, I was not one of the original members.

Q Well, who were the original members of that Association?

A Offhand, I couldn't be exact.

Q Do you know who the members were when you joined?

A Yes, I do.

Q Will you give us a listing? as best as you can recall.

A Well, I'm sure you have a list of the contractors there. I'm rather sure that 90% that you have in most of your reports were. I would suggest that you call them out to me and to my knowledge I'll answer. I mean, I really don't know exactly who was in there and it's very possible that I could state that a party who wasn't in at that time - I might say was in.

Q Would this list be generally correct? I will just start reading a few of the names so that we have the same association: Acme Disposal, Capassa, Carey, Fereday & Meyers, Iommetti, Malanka, Marangi, Mastroangelo, Miele, Petrozello, Roselle, Stamato, Viola. That's it.

A Yes, sir.

Q Now, what was the setup, so far as dues goes?

A From what I understand, it was a percentage of the amount of work that you were performing that was put up for dues.

Q A percentage of what work? Do you mean your total contract?

A Yes, total contract.

BY SENATOR JONES:

Q Well, you know the percentage too, don't you?

A Offhand I don't, no. It's been changed many times.

Q Well, you start out from the beginning, Mr. Roselle.

A I believe it was 1%. I don't know.

Q Yes, that's right. So when you began it was 1%.  
Isn't that right? Yes or no. A As long as I was in  
there it was 1%.

Q O. K. So that - you say there were some changes.  
Were there any changes to your knowledge? A To my  
knowledge?

Q Yes. A Other than being told about it after  
I was out of the Association.

Q After you were out. A Yes, sir.

Q So all the time you were in the Association, which  
was roughly from January, 1957 -- when did you get out? I'll  
withdraw that. When did you get out? A I'd say in July  
or August of 1957.

Q July or August of '57. You were in roughly about  
6 months? A No. I'm sorry. I joined the Association  
in January of '56. I was in for approximately a year and six  
or eight months.

Q O. K. So that for a year and six or eight months,  
from January, 1956, until July, 1957, the dues were 1% of your  
total municipal contract. Isn't that right? A Yes.

Q And private contracts. A At that time we  
didn't do this particular work that we referred to at the  
beginning of this discussion. In other words, at that time I  
believe the only work we had was the City of East Orange, and  
I think the Township of Springfield. We were paying a 1% dues  
on possibly three or four hundred thousand dollars.

Q O.K. So that your work at that time was three  
or four hundred thousand dollars and you paid 1% of this  
three hundred or four hundred thousand - so that roughly your  
dues for the year, or years in question, would be at the rate of

thirty or forty thousand dollars a year. Is that right?

A I think you better check your mathematics.

Q No, three thousand or four thousand dollars a year.

A Yes.

Q Three to four thousand a year. A I would say that's about right.

BY MR. GROSS:

Q Well, would it be correct, Mr. Roselle, to say that your dues for the six months period ending June 30, 1957, was \$2,416? Is that about it? A I'd say so. Something like four hundred and some odd dollars a month.

Q Now, you say you joined the Association in January of 1956. A Yes, sir.

Q Are you aware that the Association was first incorporated on January 12th, 1956? A No, I'm not.

Q Well, you had discussed with other contractors the formation of some such association, had you not, Mr. Roselle?

A The way I understand it, the Association was formed at the time we were asked to come in to it, and there was a general discussion on it and we went into it because we thought it was a very good thing for the garbage industry as well as for us individually.

Q Now, for what period of time had you been discussing this kind of a setup? A Well, I'd say it had been discussed for a month or two or maybe three months before, and possibly three or four years before it was discussed.

Q I see. Can you tell us what the general purposes of this Association were? A Well, the general purpose of the Association was to bandtogether in an effort to



aid each other, as far as knowledge of the garbage industry. Our main object was to see what we could do as far as our labor relations, our public relations; such improvements in the industry; and also emergencies that might arise to any individual member, to assist.

Q Was membership limited in any way to any particular contractor? A No. Anyone who was a municipal contractor had the right to submit an application and upon approval of the Association, the remaining members of the Association, he was in.

Q But it was limited to those who had municipal contracts. A Yes, it certainly was.

Q And you would have to have, or a contractor would have to have an outstanding municipal contract before he could present an application? A It wouldn't have to be outstanding, it could be a very small one, or you could have had one in the past. It didn't necessarily mean that you had to have it at the time you were in the Association.

Q But you must have had such contract at some point of time. A At one time or another.

Q How often did the Association meet? A I believe it used to meet twice a month. I used to send out the circulars on it, or the notices. I think it was the first and third Thursday of the month or the second and fourth Thursday of the month. I'm not sure which. Unless something urgent showed up that we had to meet sooner. In other words, unless somebody had an emergency that had to be taken care of.

Q Was the entire membership at large invited to every meeting? A No.

Q Who was invited to these meetings? A It

was considered an executive board of, I think it was 12 members. And these 12 members would meet more often. The general assembly would meet once every three months or six months. I don't remember which.

Q Were you a member of this executive board?

A Yes, I was.

Q Can you tell us who the other members of the executive board were?

A Well, it's kind of hard for me to make sure. Now, if I make a mistake I certainly don't want you to hold me to it.

SENATOR JONES: Then phrase your question that way. Nobody wants to be unfair in the slightest. Just simply reply that these are the men that I remember.

A These are the men that I think were on the Executive Board. You call them out and I'll answer yes or no. I think that's even better.

Q Mr. Roselle, I don't have the members of the executive board. I can refresh your memory on a few names but I think it would be best if you did it yourself.

A Well, could I have the list then? I'll be able to pick them out, I think, a little more exact. I don't want to make a statement that I feel will not be true.

(Request complied with.)

A To my knowledge, Capassa Brothers, Carey, --

BY SENATOR JONES:

Q Well now, when you say "Capassa Brothers," Mr. Roselle, do you mean both brothers or which brother?

A Well, the representative. Regardless of what company they were only

entitled to one representative.

Q I see. A Capassa Brothers. I'm mentioning the companies. Carey & Company, Egan, Fereday & Meyers, Iommetti, Malanka, Marangi, - that was Nick Marangi, by the way, Nick Marangi & Company, - James Petrozello Company, Peter Roselle & Sons, Frank Stamato, <sup>MAPLE</sup> Lakewood Disposal, and Viola. I believe that's the twelve. Did you keep count? Was there 12?

Q I didn't count them, but I think that's the board all right. A I think that's about it.

BY MR. GROSS:

Q Can you tell us who the officers of the Association were?

A To my knowledge, the President was William Carey; the Vice President was Alfred J. Lippman; the Secretary-Treasurer, I think, was Thomas Viola; and that's about it.

Q Now, did the Association have any employees?

A Yes.

Q Will you tell us who the employees were?

A I believe, to my knowledge I was one of them. I'm not sure, for certain, we had a girl that done stenography work but I think she was just paid on a flat fee of \$30 or \$20 or something like that. I don't remember.

Q So then you and this girl, whoever she was, were the employees of the Association. A Yes, at a later date.

BY SENATOR JONES:

Q Well, you know the girl, don't you? A No, I don't know her name.

Q You don't know her name? A No, I don't know her name. I believe she did work for Tom Viola and I

don't think she was a salary employee. I think, if she did some work for him she would be paid \$20 or \$30 and no more than that. I don't think she received more than a hundred dollars throughout the time.

Q Wasn't this the girl, then, that was related to the Petrozello's in any way? A I beg your pardon.

Q She was not related to Petrozello in any way? in your recollection? A I'll be frank. I don't know if she was on the payroll. I know who you're talking about now. It's very possible she may have been on the payroll as a Secretary. I'm not sure though. I didn't think she was on the Association payroll.

BY MR. GROSS:

Q When did your employment first commence?

A Oh, I would say in May, June or July of '56.

Q What were your duties generally? A My duty was to notify all members of meetings; to collect dues; to notify members of delinquencies in dues; send out bills; report to the different members when and if they had any types of trouble whatsoever; --

Q Pretty much of an office supervisor, directing the Secretary as to what should be done as far as mailing goes, and that sort of thing?

A No. I did most of my mailing myself. I mean, we took care of that ourselves.

Q But it was pretty much office type work.

A No, not necessarily. I also went out in the field. If there was any labor difficulty or any troubles in any individual town, or if anyone needed any help, I would certainly

see if I could get them trucks or equipment. If anybody was short a truck or needed a truck, I would try to find out who had a truck available for any contractors. At one time there was a strike in Passaic on which I consolidated all the other contractors and we went into Passaic and completed the day's operation by 9 or 10 o'clock that night, which we called an emergency strike that was settled and more or less approved by the Association members helping one of our members that was more or less in trouble.

Q Did the other members of the Association pitch in too?

A Well, I'll be frank. I made a few phone calls to the people that I thought could and would and, to be perfectly frank, they cooperated 100%. There was very little, if any, compensation made to the individuals that helped.

Q In other words, they all contributed in that particular strike as much as you did. A Well, say I contributed a little more by more or less synchronizing the thing and getting them over there, and performing the duties of liaison on it.

Q Right. Was that the only strike which actually came up during this period of time when you were an employee?

A Well, I think from time to time there was a number of possible chances of a strike or something like that, but I think that was the only one that really materialized, which we actually showed a certain amount of harmonious relationship and cooperation amongst the Association members and the individual contractor that was in trouble. It's just like another time one of our contractors had a terrific fire in which his garage was burned out, along with his equipment, and a number

of the different contractors pitched in and helped him out until he got back on his feet.

Q And again a number of the contractors pitched in in fairly equal weight, is that right? A There was no equal weight, as far as that was concerned. It was whatever you could volunteer or assist.

Q But that was the only concrete strike during the course of your employment with the Association.

A That I know of, yes.

Q Now, what was your pay? A I received \$125 a week and \$25 expense for my car and operating expenses going back and forth to any particular contractor or anyone that called me. That also included phone calls, etc. At a later date, I think I got a \$25.00 raise - I think it was in June or July, a month or so previous to my discontinuance in the organization.

Q Are you sure you didn't receive up until June 27th, 1957, a salary of \$150 a week plus \$25 expenses?

A I just said I received a \$25 increase in May or June of '57. And I think I only collected that additional \$25 for a period of about a month or two.

Q Well, the additional \$25 brought you up to \$200 per week plus \$25 expenses, didn't it? A That was at the last two months that I was in there.

Q Right. Now, were there any other employees on single-shot jobs, so to speak? A Offhand, I never took interest in the report as far as what employees -- if you mention possibly an employee, I might be able to verify whether or not they were employed. Other than that, I couldn't

tell you.

Q Well, were there any attorneys employed, for instance, at any time? A Yes, we had an attorney, like any association would have.

Q And who was the Attorney? A To my knowledge, I believe it was Armand Cassini.

Q And he did jobs for you not on a retainer basis but on single jobs, as you requested them? A No, I understand he was on a retainer fee and if and when he had to go to court he would receive additional moneys.

BY SENATOR JONES:

Q Why do you say you understand that, Mr. Roselle. You were the financial secretary or the secretary.

A No, I beg to disagree with you, Senator. I was not the financial secretary.

Q Well, what were you? A I handled no moneys.

Q Well, what were you? Just answer that for the time being. A I explained that a few minutes ago.

Q Well, what were you? Tell me. Tell me again.

A I was liaison man between the different contractors in case they had any difficulty whatsoever. I mailed out the bills. I collected the money. As far as dues - I notified people of delinquencies in dues. I sent out notices concerning the different meetings. I even went so far as to arrange --

Q When you got the dues, you got a check or you got cash and you did something with it, didn't you?

A I immediately turned it over to the treasury.

Q Right. O. K. So that when you were asked a question about how somebody was paid there is good reason to

expect that you, being on the executive board, should know how they were paid. A I believe I stated that the Attorney received a retainer fee.

Q All right. What was the retainer? A I think it was around \$300. I don't really remember.

Q A month? A Yes, sir.

Q And in addition to receiving \$300 a month, which was for the purpose, I assume, of doing the general administrative work of the association, he received special fees for special cases. Isn't that right? A Yes. Another thing I forgot to mention, Senator, my particular job also covered the publicity that we received on sanitary landfill. We'd come down here to Trenton - in fact, we passed out a number of circulars with reference to sanitary landfill. We also sent out bulletins that were made up in reference to improvements or possible collective ways of doing garbage collection - anything that would help the individual.

BY MR. GROSS:

Q Mr. Roselle, you say that the Association was limited to those who at some time had had a municipal contract. Did you have a description of other types of contractors? Were they called anything, to your knowledge? A Well, I'll be frank. All we went by was what the by-laws of the Association were and at that time it said that anyone may join the organization that has a municipal contract in the State of New Jersey, as far as that was concerned.

Q No, I don't mean what the by-laws said. Did you call the outsiders anything? Did you call them "Independents"? something of that sort? A I wouldn't say I called them



"Independents", no.

Q Well, there are many other contractors in the State, aside from those in this association, are there not?

A Yes. They'd be other contractors, that's all.

Q Did they ever give you any competition or offer competition to the members of this Association?

A I don't really know of any other than the facts - what I seen in other bids, etc. I don't know exactly what you're trying to get across.

Q Well, you had seen some kind of competition.

A Yes. There was a number of competitive bids.

Q From independents, and by "independents" I mean people not members of the Association. A I would like to correct you. Bids whether they were from the Association or from the independents were competitive, whether they be Association members or not. I mean, we had no distinction between an Association member and an outsider, as you put it.

BY SENATOR JONES:

Q Well now, just let's stop there. Are you telling this Committee, under oath, that all bids were competitive, made by every contractor that bid? Is that what you want me to understand? A I don't want you to understand it, Senator Jones. As far as I'm concerned --

Q Well just answer the question. I don't want to understand -- A As far as I'm concerned, they were competitive bids. I know nothing more.

Q You know nothing more. A Please do not try to put words in my mouth.

Q I'm not putting -- A Ask a question and

you'll get an answer.

Q O.K. Now, you just listen to the question and you answer it. A I certainly will.

Q All right. Now, I'm asking you again, are you saying that as far as you know all bids by all contractors were competitive? A To my knowledge all bids were competitive. To my knowledge.

Q By all contractors. A I don't know all contractors. I don't know all bids.

Q Well, do you know all the bids? A No, I don't know all the bids.

Q Well then you qualify also that you don't know all the bids and you don't know all the contractors. The ones that you know about, they were all competitive. Is that it?

A The ones that I know of were competitive.

Q In respect to the bids and the contractors.

A What do you mean by the contractors?

Q I mean by that, you're representing, as I understand it, to this Committee that every bid that you know about, the bid itself and the contractors participating were all competitive bids within the meaning of the statutes of this State.

A To my knowledge you're correct.

BY MR. GROSS:

Q Mr. Roselle, in the course of your activities as an employee for the Association, did you have any contact with John Serritelli? A Yes, I did.

Q Who is John Serritelli? A John Serritelli is the business agent, Local 945.

Q And what kind of contact did you have with Mr. Serritelli?  
A I had contacts with Mr. Serritelli, business and social.

Q Business and social? A Yes, sir.

Q Over what period of time? A Since 1939 to 1957.

BY SENATOR JONES:

Q Could we stop there for a minute, Mr. Roselle. I don't know whether you have done this for the record or not. Have you described John Serritelli? Have you described him for record purposes?  
A What do you mean by description?

Q What his employment is, who he represents, and his specific official capacity. Has that been described for the record?  
A I mentioned him as business agent of Local 945.

Q O.K. And what is Local 945? A It is a Local that covers most of the garbage collectors.

Q Anybody else, to your knowledge? A Any other Local?

Q No, any other type of industry other than garbage.  
A Oh, yes. I believe they cover some junk dealers, some mills.

Q What is their particular designation as a union? Teamsters?  
A I believe they're Teamsters now but originally they were A.F.of L. - CIO.

Q They're Teamsters now. A I believe so.

Q You don't have a contract with you so that you could give the correct designation of the Union, apart from the

listing as 945, but you don't have the Union's full name.

A I have it here if you want it.

Q Yes. I'd like to have it for the record.

A Local 945, A F of L of New Jersey, affiliated with International Brother of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Q Thank you very much. Just to further get Mr. Serritelli established in the record, you said that he was the business agent for this Union which you have now described by name. Right? A Yes, sir.

Q And that meant - and correct me if I'm wrong - that meant that he negotiated all the contracts in behalf of your employees with you. Is that right? A Well, there were other delegates and business agents also with the Local. Mr. Serritelli happened to be one of the main business agents, yes.

Q There were more business agents than just Serritelli? A I believe so. I'm not sure.

Q You're not sure about that. A Yes, sir.

Q Do you know who they might be? A The different delegates or the --

Q You said there were other business agents. Now, do you happen to recall who the other business agents might be?

A I think there was one other business agent, Mike Ardis.

Q Mike Ardis? A Yes.

Q A-r-d-i-s? A I think that's right.

Q And when you speak of delegates, are you talking about your employees -- A No.

Q -- or are you talking about full time Union men?

A I'm talking about full-time Union delegates. They're affiliated with the AF of L - CIO.

Q And they were subordinate to and, in effect, employed by Serritelli? Is that right? A They were employed by the Local.

Q But they were subordinate to Serritelli.

A I don't know exactly their positions.

Q Well now, when you negotiated a contract in behalf of Peter Roselle & Sons, did you negotiate with Serritelli?

A Yes, I did.

Q So that all your contracts were negotiated with Serritelli as business agent for the Union and as a representative of your employees. A That is correct, outside of the clerk at the office, at Serritelli's office, the Local office.

Q What does that mean? A Well, I mean we would get our papers from the Clerk or the Secretary at the Local office, a final contract or --

Q Oh, you mean after you had negotiated then there would be a formal document sent to you by the Secretary of the Union.

A Yes. Up until the last one, 1958.

Q But the actual contract you negotiated with Serritelli.

A It's rather hard to say we "negotiated." The contract was put up in form and presented to us and we would accept it or reject it, and that was it.

Q O. K. But that's the negotiation I'm talking about.

A All right.

BY MR. GROSS:

Q Now, Mr. Roselle, in the course of your association

with Mr. Serritelli, did you have occasion to ride in his car with him?                   A     Yes, I did.

Q     And how often would that be?                   A     Oh, every other day, once or twice a week, all depending on how busy I was or how busy he was.

Q     And would it be fair to say that a week never went by or very rarely went by when you weren't out driving with Mr. Serritelli?                   A     Well, it all depends on what period you are talking about. After all, --

Q     During the period when you were a member of the Association.                   A     Oh, yes. I'd say at least once a week.

Q     What kind of a car were you riding around in?  
A     Well, I'll be frank with you, we used my car considerably and we also used his car.

Q     By his car, what kind of a car do you mean, by make?  
A     A Cadillac car.

Q     A Cadillac car.                   A     Yes.

Q     Was there any other car?                   A     Well, he'd borrow a lot of cars.

Q     Did you ever ride in a Thunderbird? to be specific.  
A     Yes, I did.

Q     Do you know who owned that Thunderbird?  
A     Yes. Metropolitan Tire Company.

Q     Now, what is Metropolitan Tire Company?  
A     Metropolitan Tire Company is owned by a George Katz and he has a tire business in the City of Paterson, I believe it is.

Q     Well, let's leave that for one minute. When you

went out driving with Mr. Serritelli, what was the purpose?

In other words, what was your topic of conversation?

A Well, we went out socially. I mean, Mr. Serritelli and I.

Q During the afternoons? A Oh, possibly at 1, 2 or 3 o'clock we'd take a ride down to the shore.

Q Did you ever have any ultimate end in view other than some social end? A Other than public relations and businesswise relations, no.

Q You never had any specific end as to where you were going from a business viewpoint? A I think you will have to make that a little clearer. As far as I'm concerned, I went out with Mr. Serritelli. He happened to be my business representative. Just like I would go out with my lawyer, possibly the Senator, or possibly you.

Q Well, Mr. Roselle, did you ever go to see other contractors with Mr. Serritelli? A Very rarely. In fact, we very seldom discussed a contractor or went with Mr. Serritelli to see a contractor.

Q Did you ever discuss possible contracts that were coming up in the near future? A Well, we would talk about them as far as "What do you think they're going to do?" "Whose going to fight?" or "What's going to happen?" "What kind of prices do you think they'll go for?" and all that. These contracts would come throughout the State, any place. We talked about different contracts just like a contract is coming out next week.

Q Did you ever go with Mr. Serritelli to find out actually what was going to happen about a specific contract?

A Well, we've gone to a number of bids to see how they went.

Q What do you mean by a number of bids? A Well, I mean, it's very possible at night if there was a contract coming out - use for example - in East Orange, he lived locally in East Orange at the time. He'd come to East Orange to see the bid, just like I would. We'd meet there or possibly he'd show up and I'd show up.

Q And you'd be together at the bid. A Some times, not always.

Q I see. What do you mean by a bid? Would this be release of specifications or actual bidding itself?

A Well, it would be bidding at the Council Chamber, in which they read off the bids.

Q And you say that very often you went together to these bids? A Very rarely we went together to any bid.

Q But you would very often meet at these bids, be together with Mr. Serritelli. A Mr. Serritelli didn't go to many bids. Once in a great while if there was a local bid, if there was a bid in the immediate area, if there was any particular bid going on, he might be there. Very rarely did he show up at any bids.

Q Well, about how many times would you say?

A Oh, I'd say -- you mean in the past year, or what?

Q During the time when you were an employee of the Association? A I'd say about five out of maybe a hundred bids.



Q Would you set five as a maximum? A Well, let's say between five and eight.

Q Five and eight? A Yes. Out of maybe a hundred bids that went out or fifty bids that went out during that year, he might appear at some. I might be at 20 or 30 of them myself.

BY SENATOR JONES:

Q Which is it? 100 or 50? A I don't know.

Q You first said 100 bids and then you said 50 bids, which is it? 50 or 100 bids? A I have no idea how many bids went out in that period.

Q Well, about how many bids did you go to during that period? A I go to most all the bids.

Q Most all bids? A Yes. If they're in Essex Union, Passaic or Hudson County, if I can reach them I go to them. Either I bid them or I go to them.

Q Why was that? A Senator, we're interested in work. We turn around, we have four people in our company. At the time we were doing the City of East Orange and at the present time we are still looking for work. We have to do a great deal of work. We need work. It's the only way we can make money.

Q Right. So you even went to towns when you weren't bidding. A I went to see how the bids would run, how they would go. I even made my own bid to my own knowledge to see if I had figured the job properly, if there was a possible chance I could bid it. I have records as such. I have records on bids that date back to 1939, that I have more or less followed these particular bids.

BY MR.GROSS:

Q Mr. Roselle, you say you went to about eight bids either with or at which time you met Mr. Serritelli. Can you tell us what those bids were? what towns? A Oh, I can't very well tell you which bids they were. Like I say, I go to most bids and some bids --

Q Well, can you remember one or two of them?

A It's hard to say.

Q There were no outstanding ones that you can remember?

A Well, I believe he was at the City of East Orange bid.

Q The City of East Orange? A Yes. That was about four or five years ago, three or four years ago.

Q Any others that you remember? A Not offhand.

Q You don't remember any others? A Oh, the City of Elizabeth. I think he was there too.

Q What others? A I don't remember.

Q Those are the only two that you remember.

A Offhand I would say yes.

Q Do you remember if he went to the Belleville bid?

A Which Belleville bid is that?

Q 1956? A I don't know.

Q You have no recollection at all that he went to that bid? A No, I don't.

Q I'm still on the question of bidding, Mr. Roselle. When considered with the purpose of the Association, wasn't it the purpose to eliminate some of the fighting which had been going on among the contractors? A Are you asking me or telling me?

Q I'm asking you. A Well, I'm sorry. I can't say yes.

BY SENATOR JONES:

Q Well, do you say no? A I say no.

Q All right. A Word the question properly and you'll get a proper answer.

BY MR. GROSS:

Q I'm trying to word it properly. A No, I think you're trying to put words in my mouth.

Q Well, was there in any sense the idea to promote good fellowship among the members? A I'd say there was to a certain extent, that if any contractor - like I say, one fellow had a fire there and a number of the contractors didn't see eye to eye with this contractor but the moment he was in trouble I'm sure maybe his bitter enemy helped him.

Q Well, we're not talking about a specific instance of trouble. The general purpose of the Association, wasn't it one of the points to establish good fellowship and somewhat of a buddy type relationship, so that you could help each other when the time arose? A I doubt it very much. I didn't get your name, by the way.

SENATOR JONES: Mr. Gross.

A You'd be surprised. There was a great deal of friction in our association, a great deal.

Q Well, you were trying to eliminate that friction, weren't you? A I wouldn't say I was trying to eliminate it, it was something that the members themselves were rather bitter to one another. For years they've been bitter. It was a situation that we were trying to -- try to create harmony amongst the contractors to help one another if and when they needed assistance.

Q So that it is correct to say you were trying to create harmony.

A Harmony in reference to personalities, not in reference to bidding.

Q I see. Now, did you develop some friends among the other contractors?

A Well, I'd say I had a number of friends in that Association. I can't say that there were many in that Association that weren't my friends.

Q Now, in your experience as a contractor, would you say that you would ordinarily bid against one of your friends?

A In most cases, yes.

Q In most cases. And when you bid against one of your friends, would this be in a strictly competitive manner?

A Yes, it would.

Q With real intent to get the job.

A Yes, it would. If we bid the job, we bid it to take it.

Q Would that rule apply in every instance?

A Yes, it would.

Q And there is no instance at all when -- well, let's take you, for example, - there is no instance at all when you would ever put in a bid for a friend?

A Would not put a bid in for a friend? If we put a bid in, we bid it to take the job.

Q And you would not be influenced in the slightest degree by whether the other bidders were friends or one of

the other bidders was a friend in any way?

A Yes, I certainly would be interested in whether they were friendly or not.

Q Would you know of an instance where any other --

SENATOR JONES: Just a minute.

BY SENATOR JONES:

Q You said that you would be interested in knowing whether a bidder was friendly or not.

A In the interest of eliminating competition, many times we would consider who the bidders were on a particular job and try to estimate which one would bid certain ways. That's part of our business to try to outsmart or estimate the other fellow's way of thinking.

Q Now, what has that to do with being interested in whether they were friendly?

A It might have a lot to do with it. There are plenty of contractors we don't bid against because we're too friendly to them. There are some contractors that we don't bid against.

Q In other words, you have some group of friends that are contractors and when they tell you that they're bidding a job that means you won't bid it.

A Senator, they don't tell me they're bidding a job, we just don't go pick up papers at the job.

Q As soon as you determine they're in the picture, you don't show.

A Not necessarily. We have a contract - we have a contractor in Belleville. You happened to mention Belleville. It's very possible the next time Belleville comes out we may not bid it, then again we might. Who knows? He's very friendly to me, the contractor that's in there is friendly.

Q Let's get back to what you said. I think you said, and you correct me if I'm wrong, - I wrote it down - that there are jobs that you don't bid if your friends who are contractors are involved. Now, if I'm wrong about that, you

correct the record. A There are some contracts we are not interested in.

Q No, no. Now just answer my question. There are some contracts that you don't bid because your friends are involved.

A Not my friends. As far as we're concerned, if we bid a contract, we bid it to get it. If we decide not to bid a contract because we want to respect an individual contractor, that's our own personal, private business. I don't think that's so terrible, is it?

Q I didn't suggest -- A Well, you're certainly implying that it is, because I have a friend in the contracting business.

Q I didn't suggest that it was terrible and I didn't suggest that you don't have a right not to bid. I didn't give the reply that you gave to Counsel when he asked you the question, either. So that we will leave it then for the time being that when you come across somebody whom you want to respect, to use your language again, you do on certain occasions come to a conclusion that you are not going to bid against him, and you don't. Is that right? A What was the question, Senator?

Q Repeat the question. (Question repeated by Stenographer) A The answer to the question is, if I have a particular friend that is bidding a particular job and I am not interested in it, I will respect him and not bid it.

BY MR. GROSS:

Q And that would be only on occasions when you are not interested in the job, Mr. Roselle? A Not

necessarily. A man that could be friendly to me today might be an enemy of mine tomorrow in our particular business. It's possible I could bid against a man today and not bid against him tomorrow.

Q I see. But when a man is a real personal friend, even though you are qualified and able to take a job, there are instances when you will not bid.

A If we're not interested in the job. Otherwise, we bid against personal friends too.

Q Well, this lack of interest would be because the other bidder is a personal friend?

A Not necessarily. The contract may not be as lucrative as I would want it to be. It may not be a good contract. I may want no part of it.

Q Not necessarily, but there are times, I take it, when this lack of interest would be because some other bidder was a personal friend.

A If the individual contract was in my back yard, or in our immediate area, regardless of friend or foe, we would bid it. If the contract was in an outlying area, we might respect an individual that was friendly to us.

Q Now, Mr. Roselle, you remember testifying before the Bergen County Grand Jury on January 3, 1958? Do you remember that?

A I don't remember the date. If you've got it there, I'll take your word for it.

Q But you remember it was about that time and that you did testify before that Grand Jury?

A Yes, I did, if you say so.

Q And do you remember at that time not being so equivocal about that statement you just made?

A Myabe you

should refresh my memory.

Q Mr. Roselle, I'm not going to read to you at this time the exact answer that you gave, but do you remember saying in substance --

SENATOR JONES: Let him stand on it. He's under oath here and he was under oath there. Don't ask anymore questions on that point. Just pass that right up. If he doesn't want to answer, he doesn't answer.

THE WITNESS: Senator, what don't I want to answer? I've answered every question you've asked me to answer. What is it that you want that you want me to say.

SENATOR JONES: Ask him a question.

THE WITNESS: You ask the question.

Q Mr. Roselle, would you name the contractors which you have -- withdraw that. Do you know of any other contractors who have a somewhat similar opinion as to bidding against friends?

A I don't know what somebody else thinks.

Q Well, have any other contractors ever told you what they think about it, or have you ever discussed this at your meetings or at any other time?

A No, not that I know of.

Q Have you ever said, at any time, that you might know of a bidder going along with some other bidder or helping him out to any extent?

A I might surmise that but I don't know it.

Q All right. Now, let's get to that surmise. What do you surmise? What do you surmise about that question that



I just asked you?                    A     I might think that a contract or a bid wasn't - what shall I say - as far as I would see a contract that I thought I could do cheaper and it was higher.

Q     In other words, you surmise that there is some of this not bidding against a friend in the industry?

A     Not necessarily. I could be wrong.

Q     But that is your suspicion after the experience which you've had in the industry and after being at almost every bid over a period of time.

A     No. I see contracts go for prices that myself I think I could do cheaper, but it's very possible that I'm not doing the particular job and I don't know the exact job and where it might go for more money than I think, I would surmise that maybe there was some sort of a deal - but I don't know.

Q     I'm not asking you to state anything with 100% positivity at any time, Mr. Roselle. But you do have this suspicion?

A     No. I can't say I have a suspicion, I say I would surmise myself whether I thought the job could be done for less or more. In fact, I might even state to myself, "It's a poor job." "It's a good job." "It's a very good job." In my own opinion. It's strictly my opinion.

Q     Well, Mr. Roselle, --

BY SENATOR JONES:

Q     You just said a few minutes ago, Mr. Roselle, that you have surmised, on occasion, that there were deals.

A     I would surmise that, yes.

Q     Yes.                    A     I might think that. My opinion.

Q     Yes. We can't ask you for anybody else's opinion.

Now, this is what you said: You have surmised, in reviewing of the jobs,, that there were deals on. Right? This is your opinion, right?

A I didn't say that I've seen it in a number of jobs. I may have surmised that but I could have been wrong myself in estimating the job.

Q But you have surmised that there were deals on.

A There might have been. I don't know.

Q Do you have any recollection of the ones you surmised there were deals on?

A Oh, offhand I don't remember.

Q You don't remember. A No.

Q And when you say that you surmise that there were deals on, you're talking now about the fact that the statutes weren't complied with, aren't you?

A I don't know that. I say --

Q Nobody said you knew it. I'm sticking right within the framework of your language, Mr. Roselle, trying to be perfectly fair to you. This was your surmise. Isn't that right?

A It was my opinion.

Q Right. O.K. So when you say it's your opinion, then it was your opinion that the statutes weren't being followed.

A Well, I could be wrong.

Q Of course, you can be wrong. Nobody is suggesting that you can't be wrong. So that you had opinion on occasions that the statutes weren't being followed and I suppose that also means then that you had an opinion on occasions that there wasn't fair, open and competitive bidding. Isn't that right?

A According to my estimate and my way of thinking --

Q Right. A -- it's possible where I thought the job could have been done cheaper. Other than that, I don't know.

SENATOR JONES: All right, Counsel.

BY MR. GROSS:

Q Mr. Roselle, you have repeated this same thing to other authorities - that is that you have a suspicion of some friendly - or to phrase it in another way - some complimentary bidding. You've said that to other authorities, haven't you?

A No, I haven't said that. I said that I thought there were some people that were friendly to contractors. But to say that there was any - how did you word it?

Q All I asked was whether you said to any other authorities that you had a suspicion of complimentary bidding. Just suspicion. A No.

Q And you say now, under oath, that you've never said that at any time to any authority, including any Grand Jury?

A To my knowledge I may have said that there might have been friendly contractors bidding jobs - just like I don't bid some jobs because the man is friendly to me.

Q Did you ever use the word "suspicion"?

A I might have.

Q Mr. Roselle, let's go back for a minute to the -- as I phrased it, "Independents," those, I mean by that, who are not members of the Association. Are there any of those people whom you would consider as your friends, falling into the same category which we have just been discussing?

A Some of them I would, yes.

Q Which would those be?

A Outside

contractors, you mean? Outside contractors?

Q Yes. Those not members of the Association.

A I know quite a few of them.

Q No, I don't mean who you know. I mean which ones are the friends? And by friends I mean those to whom you might go into a job and say, "Well, I've got no interest in this job." Name those contractors. A There's not many. You would have to name contractors to me and then I could answer you yes or no.

Q You know who your friends are, don't you, Mr. Roselle?

A Yes. I can say 90% of that Association is my friends, yet I bid against them. 99% of them.

Q We are talking about the ones where you would go into a job and even though you were well qualified and had the capability to take the job on, you might have some lack of interest in it. We're talking about that kind of a friend. Are there any of those not members of the Association?

A Yes.

Q Would you name those friends? I assume they'd be your closest friends and you would have knowledge of who they are. A Well, most of the garbage contractors that I know are in the Association. The ones that are on the outside, as far as you're concerned, I see them today and one day they're my friends and tomorrow they're not.

Q So that you don't have such close friends who are not members of the Association? A Well, I have a friend that works in --

Q Now, I'm talking, Mr. Roselle, about that kind of

closeness which would create a lack of interest in a particular job. Do you have any such close friends outside of the Association? and if so, name them. A Not that I know of.

Q You don't.

A Offhand I don't remember any.

Q Have you ever had any trouble of any kind with any contractors who were not members of the Association?

A Yes, I think so, from time to time.

Q Now, what kind of trouble would that be?

A The private contractors or contractors? Now, what are you talking about?

Q Any contractors not members of this Association.

A Well, many of these contractors or outside contractors were in competition with us on a number of private stops and things like that. Other than that we had no --

Q Well, you don't call mere competition trouble, do you?

A Well, it all depends on how it's worked out. Now, cut-throat competition, to me, is trouble, regardless of how you look at it.

Q What is cut-throat competition?

A What is

Q I want to know what you consider real trouble which some of these outsiders have given you.

A Well, as you probably know, we are Union operated and many times where we would have to do a stop for \$50 they could come in and maybe do it for \$30 or \$35. That was trouble, as far as we're concerned.

SENATOR JONES: Will you repeat that answer?  
I'm sorry, I didn't quite get it.

(Answer repeated by Stenographer)

Q Now, would you then seek to prevent them from coming in and underbidding on the job? A Oh, I'd even so far as talk to them.

Q Well, what would you say to them? A I'd ask them, "Gee, I'm doing the stuff, leave it alone." There's nothing wrong with that.

Q Even though they could legitimately underbid you with a bona fide bid. A Sometimes they could. Sometimes it was strictly cut-throat.

Q Well, what did you exactly say to these -- A We would ask them to respect us, nothing more.

Q Is there some kind of a respect that the contractors have for one another in not taking jobs? A No, not necessarily.

Q Well, what did you mean by that answer? A If I was doing a particular stop for 20 or 30 years, I don't think that an outsider or a small fellow should come in and cut my particular price. He has the privilege to do it. There's nothing wrong with that. He can do it if he wants to.

Q But there is, I take it, some kind of a custom in the business that where there is an outstanding contract for a period of time, no one else is to come in and bid on that job? A It's an unwritten law, more or less, just like anything else. If you're doing this job, respect it. That's all.

Q But that law -- A There's no law to it or nothing, it's just - if you want to respect me, all well and

good; if you don't, there's nothing I can do.

Q Well, it's just not written down. A There's nothing written down.

Q I see. But that custom does exist in the business.

A I think it exists in a number of businesses.

BY SENATOR JONES:

Q Well, we are not talking about a number of businesses. Let's stick to the one we are talking about. The custom existed with the Association members too, didn't it? A It did not.

Q Well then, whom did it exist with? A We were talking about private collection, if you notice.

Q Yes, I know that. A Like I said before, there's a number of garbage collectors that I know that have been doing a particular stop or store - I respect them and don't go near the stop. That's all I think I have a perfect right to relinquish a particular stop if I don't care to do it. There's nothing wrong with that, is there? Just like an Attorney might respect another Attorney before he takes a case he'll see what he does with the other fellow, ask him to get a release from the other Attorney. I think that's logical.

Q Well now, let's see how logical it is. If you had a stop and someone came in and tried to undersell, you would go see him and tell him not to do it. Is that right?

A Not necessarily. I would ask him, "Gee, did you know I was doing the stop."

Q You said before that this is what you would do

on occasion. A No. We have very little private work, Senator.

Q I understand that. I'm not suggesting that you have a lot. You testified to about thirty or forth thousand dollars worth.

A That's a year. I don't think it's that much.

Q I am just asking you about practice, that's all. I am not asking you about how much money is involved or anything else.

A If I had a stop that someone came and bothered me, that I was doing 20 or 30 years, I would try to talk to the individual and nothing more than that.

Q Nothing more than that. A Nothing more than that.

Q Did you go to him as Secretary of the Association?

A I did not. We're talking about private work.

BY MR. GROSS:

Q Mr. Roselle, did you ever have any trouble on Route 22?

A Did I?

Q Yes. A No, I don't think I had any trouble.

Q Well, did you ever have any problem of enforcing this respect on Route 22?

A I think I've had trouble

throughout all Route 22 at one time or another.

Q And that trouble arises from the enforcing of the respect?

A It's not an enforcing of respect. I mean, please don't use the word "enforce."

Q Well, to see that the respect was maintained and that the usual custom was maintained.

A No, there's nothing like that. As far as I was concerned we had a number



of stops on Route 22 and we lost some and we picked up some. There were other scavengers that came in there and there were other scavengers that left..

Q Do you know - I'll spell this name first - A-r-a-c-e, contractor? A Yes, I know him pretty well.

Q You know Mr. Arace? A Yes, I do.

Q Did you ever have any trouble with him on Route 22?

A No, not necessarily, although he has taken stops off me and I've taken stops off him.

Q Well, when he did take a stop from you, what did you say to him? what did you do? A What did I do?

Q Yes. A I asked him about it. I said, "Did you take that stop?" He said, "Yes." I said, "You know I've been doing it." and that's as far as it went.

Q Where did Mr. Arace dump, from this spot?

A Where did he dump?

Q Yes. A Oh, I think he dumps in Carteret, Elizabeth, North Arlington. As far as I know, he does.

Q At this time, when you were having trouble on Route 22, was this prior to the establishment of any dump in North Arlington? or was some of the trouble prior to --

A No. There have been dumps in North Arlington for the past 30 years, 40 years that I know of.

Q Well, prior to the time that Arace had a dump or any connection with a dump in North Arlington.

A I think he has a connection. I don't know of anything else.

Q Was any trouble prior to that connection?

A Well, it was prior and after.

Q In other words, Mr. Arace had to go to some other contractor to dump when this trouble arose? A There was no real trouble. I mean, I don't see where the --

Q Well, when there was an underbid on one of your jobs, he had to go to some dump which he did not own and which was owned by some other contractor. Is that so?

A I would think so, yes.

Q Now, will you tell us who owns the Elizabeth dump? or has the rights to it? A To my knowledge, it's Disposal Areas, Incorporated.

Q Now, who has the major interest in that?

A I believe it's Alfred J. Lippman.

Q And Alfred J. Lippman is connected with what company? A Fereday & Meyers.

Q Fereday & Meyers? A Yes.

Q Is Fereday & Meyers a member of your Association? or were they during this period of time? A Yes, he is. Yes.

Q Now, are there other dumps in this area, or in the area of Route 22? A We had a dump there on 22.

Q Who do you mean by "we"? A Peter Roselle and Sons.

Q Oh, you had a dump. A Yes.

Q Was this dump the closest dump to Route 22.

A It was on 22.

Q It was right on 22. Now, after there was an underbid by Arace on one of your jobs, did you permit him to dump thereafter on your dump on Route 22? A He never dumped

in my dump on 22.

Q He never dumped there? A No, sir.

Q Did he always dump in the Elizabeth dump?

A He dumped in all dumps.

Q Well, we're talking about when this trouble arose.

A He dumped there before and after, I guess.

Q Well, let's get to Elizabeth. Did you ever report this back to any members of the Association, whether meeting as a whole, as board of directors, or individually?

A Mr. Gross, I think what you are driving at - I think I better clarify it for you and maybe we can save ourselves a lot of time. Mr. Arace was on 22 and so was I. As far as we were concerned, he was dumping, I believe, in Fereday & Meyers' dump. We had a dump on 22. Then it was closed. The dump was filled up. We, in turn, went to Fereday & Meyers. We had the contract in the Township of Union. When we made our contract with the Township of Union, Fereday & Meyers gave me the exclusive right, as far as Union garbage was concerned, due to the fact that we were being charged by a population figure. When I asked him if he was going to charge me for the full amount of the population of the City or the Township, I would want the right that if anyone came and brought garbage from Union - out of Union and dumped in his dump, they would have to pay me a fee, being that I was paying for the total amount of population. When Mr. Arace was dumping there, he in turn gave me trouble. I had a perfect right to ask him to get out of something that he was paying me for dumping.

Q Now, we're not interested only in what you had a right to do, we're interested in exactly what does happen in

this industry, Mr. Roselle. Could you effectively prevent Arace from dumping? A Under that particular agreement that I had?

Q Yes. A -- with Fereday & Meyers, yes.

Q You could. A I was paying for it.

Q And there's no question about it. A No question about it? In that particular contract, yes, because I had a contract with him and Mr. Arace paid me for dumping. He did not pay Fereday & Meyers.

Q But you could also prevent him from dumping completely because you had exclusive rights. A No, I could not prevent him from dumping exclusively, only in Elizabeth.

Q Only in the Elizabeth area. A Right.

Q And that would include the Route 22 area.

A That was Union.

Q Right. Did you ever stop any other -- or let me ask this specific question: Did you, in fact, prevent Arace from dumping under that particular arrangement?

A Not particularly that arrangement. Mr. Arace refused to pay me money that I thought I was due. When my rate was increased with Fereday & Meyers, I tried to compensate myself by his increasing his rate. He refused to pay it.

Q But you say now that that was the only way in which you prevented him from dumping, by an increase in rates?

A No. He refused to pay me when my increase went into effect also.

Q Well, didn't you make an increase to him?

A I asked him to pay more and he refused to pay it. Then we stopped him.

Q How much more did you ask him for? A Well, I was increased from two-fifty to thirteen-fifty, so I increased him, I think, from thirty to eighty dollars a month.

Q From thirty dollars per month to eighty dollars per month. A Right. And I was increased from two-fifty to thirteen-eighty a month.

Q But the increase, at any rate, to Arace was almost triple. A Yes, whereas mine was four times as much.

I didn't ask him to pay any more than I was asked to pay Fereday & Meyers. That was approximately \$2 or \$3 a load. I don't remember which.

BY SENATOR JONES:

Q What was the date when that increase went into effect?

A I don't remember exactly.

Q What year? A I think it was in September because the Sanitary Landfill Code was supposed to take effect September 1. If I remember correctly, that was it.

Q What year? A '57, I believe. Wait a minute. Let me stand corrected. '57.

Q Now, in 1957 you had a written contract with Lippman prior to the rate increase? A Yes, I did.

Q And the written contract called for a given rate for your dumping there. Right? A I don't remember if it said an amount, to tell you the truth. I think we had agreed on a figure and that's as far as it went.

Q Did the contract expire? A No.

Q Why did the rate change? A Well, because the State was increasing the - what shall I say - enforcement,

as far as open dumping was concerned, if you remember correctly.

Q Yes, I remember quite well. And that's why I want to talk about it a little. Lippman anticipated that the Sanitary Landfill order of the State Department of Health would go into effect. Isn't that right? A I think we all anticipated it.

Q So Lippman, anticipating that, increased your rental. A That's right.

Q In spite of the fact that you had a written contract to the contrary. A I don't remember if we had a written contract. I think it was an oral agreement.

Q Then you're correcting yourself. A I don't really remember. I'd have to really see. I think we had some sort of a contract but the amount was not established. In other words, it might fluctuate.

Q Well, if it wasn't established, how did you pay it? A We paid it. We had an oral agreement. We paid it.

Q Then it wasn't a written contract? A I don't remember if the price was written, although we had a contract.

Q You had a contract but it didn't have any write-in in connection with price. A I think we had an oral agreement as far as price was concerned.

Q A written contract in all other respects? A Yes, a written contract that we would have the exclusive contract for the disposal of rubbish in the Township of Union.

Q Well, Lippman increased your price and you increased

Arace's price.                   A     That's right.

Q     As you've already suggested. How long did your new price range remain the same?                   A     Well, I think it changed due to the State changed their ways and means or the Assembly saw fit to change it, and then at a later date, in July of '57 we pulled out of Fereday & Meyers' dump and went to our own dump.

Q     The point is that you returned back, then, by written contract to the old rate after the Legislature changed the Sanitary Landfill requirements?                   A     We had an understanding there, as far as that went. I don't remember the exact amount of money. I think it was increased a little more, maybe to \$400 or something like that.

Q     But it went back down.                   A     Yes, about a month or two later.

Q     What about Arace? What did you do with him?  
A     I never saw him again. I've seen him from time to time, around town and all that, but he pulled out and never came back. To my knowledge, he never asked me or Fereday & Meyers to go back in, at that time. Since then our contract has expired.

BY MR. GROSS:

Q     Mr. Roselle, did you ever have any conversations with Frank Miele, Jr., about dumping?                   A     I think I've talked to him a number of times with reference to dumping.

Q     Who is Frank Miele, Jr.?                   A     He's seated right there.

Q     Is he a contractor?                   A     Yes, I think he's

a contractor and private scavenger.

Q A member of the Association? A To my knowledge, no.

Q At any time? A I really don't know.

Q What were those conversations about that you had with Frank Miele, Jr., concerning dumping? What did you say to each other? A Well, we've had a number of discussions in reference to rates, as far as paying for disposal. At one time there I suggested that he pay the individual that he was dumping at, the rate that was asked, due to the fact that that was the price that was established in the industry as far as the general price on the dumping. Other than that, he did not dump in my dump, in fact I don't think he ever dumped in our disposal area.

Q Would you say that you would prevent him from dumping in your area? A I doubt it very much, if he had asked me.

Q Did he ever ask you? A No, I don't think he ever asked me.

Q Did he ever try to dump a load in your area? A No, I don't think he did.

Q In any one of your dumping areas? A No. He never dumped in Union and the only other dump we had was in Kearny.

BY SENATOR JONES:

Q Mr. Roselle, why do you say you don't think? You ought to know that. A Well, I was just trying to anticipate if at one time or another he had dumped in Union.



Q He did or he didn't dump? A He didn't.

Q And he did or he didn't ask you to dump?

A He didn't ask. As far as to my knowledge, he didn't. I thought I explained that.

Q I just want you to make this a crisp statement. That's all.

BY MR. GROSS:

Q And by that, you are including now all the dumps with which you have any connection, is that right?

A I'm including the dump in Kearny which is owned by Peter Roselle & Sons, or rather leased by Peter Roselle & Sons, and the disposal area that we had out on Route 22. Other than that we have no connection with any other dump.

Q Now, you say that he never dumped in Kearny?

A I said in my dump in Kearny.

Q In your dump. A Yes.

Q And that he never at any time requested permission to dump in that area? A In my disposal area, I would say no.

Q Do you know whether he requested permission to dump in any other area in Kearny? A Yes. I think he was dumping in two or three areas over there.

Q Pardon me, would you repeat that?

A I think he dumped in two or three areas.

Q Do you know of your own personal knowledge whether he was ever prevented in those other areas in Kearny from dumping at any time? A Yes. I've seen him try to get into other areas and he was stopped.

Q Can you tell us what the circumstances were?

A Well, from what I understood, he was dumping at one dump and didn't pay at the one dump and he was chased to another dump, or went to another dump, and then he didn't pay there and that was it.

Q But there was no question that he would be given permission to dump if he paid? A If he paid, I would imagine so.

Q Now, what was the rate that was set for Frank Miele, Jr.? A I believe his rate was the same as anybody else's, \$3.00 a load, or something like that. I don't remember exactly.

Q Now, was this rate always \$3.00 a load? A As far as I know it was anywhere from 50¢ to \$3.00 or \$5.00 a load, whatever it was.

Q Well, let's go in progression as to time. What was the rate originally in Kearny? A He never dumped in my dump, therefore I never gave him a price.

Q In any dump in Kearny with which you are familiar. A We would charge anywhere from 50¢ to \$5.00 a load.

Q Now, did you charge \$5.00 a load in 1953? A Depending on the amount of rubbish that was brought in, or the type. For building material we would charge \$5.00 a load.

Q For an average truck of an average contractor - in other words, nothing out of the ordinary - we're looking for an average rate. Was there any progression of the rates going upward or was it always in a flux? A Well, I think it started off like 50¢ a load and went up to about \$1.50

and then finally \$3.00 a load.

Q Then did it ever go higher than \$3.00 a load?

A To my knowledge there was talk about higher prices but I never heard of anybody paying it.

Q Did you never hear of anybody paying it because the price was not asked or because it was said that the price was too high?

A I don't know. In this particular case the man didn't dump in my dump. I can't explain what he did in somebody else's dump.

Q Getting to a specific time, Mr. Roselle, October of 1956, did you have any conversations with Frank Miele, Jr., concerning dumping?

A Yes. I told him to pay the rate and don't worry, it would straighten out itself because, as it turned out, the State changed it's mind or the Assembly had the bill changed. I'm sure if he paid the rate at the time he wouldn't have been chased from one dump to the other.

BY SENATOR JONES:

Q Let me ask you a question, Mr. Roselle. If you can't dump, you can't be in the business, can you?

A There's a lot of dumps around, Senator.

Q Answer that question. Don't argue with me.

A You shouldn't be in business if you don't have a dump to go to. There must be a reason for it.

Q Just answer the question, Mr. Roselle.

A What was the question?

Q I said if you can't dump you can't be in business. Yes or no?

A That's part of the business. Yes.

Q So that you can control a fellow's business

activities to the extent of putting him out of business altogether if he hasn't any place to dispose of his garbage. Isn't that right?                   A       If a man cannot find one of 20 places to dump, there's something wrong with him and he should be out of business.

Q       That's your answer?                   A       That's my opinion.

SENATOR JONES: Go ahead, Counsel.

BY MR. GROSS:

Q       Mr. Roselle, sticking with the same month, that is, October of 1956, was your telling him that he could not dump always coupled with a statement that he could dump if he paid a specific price?                   A       I really don't remember whether it was or not.

Q       Did you ever tell him that he should never dump in any area in Kearny?                   A       I might have because he might have owed money to different fellows. I might have said that in the course of a conversation, yes.

Q       Did you ever tell him to never dump again in Kearny at any time?                   A       No, I don't think so. If he wanted to pay, he could come right into my dump, as far as that goes.

Q       Well, let's eliminate the "think so" on this point. I'm asking a specific question. Did you ever tell him that he could never dump in Kearny again?                   A       I didn't think I had the right to tell him.

Q       Did you ever tell him?                   A       I don't know if I did. I don't know. I don't think so.

Q       Well, it would be a fairly harsh statement to make --  
A       How could I make such a statement and back it up? Let's

put it that way.

Q I don't know whether you could or not. I'm asking you whether you ever made such a statement. A I don't know.

BY SENATOR JONES:

Q You don't know whether you made a statement to him to the effect that he could not dump in Kearny? You don't know that? A We control one dump in Kearny.

He couldn't dump in my dump. He never asked me to come into my dump.

Q Now, never mind what you control in Kearny, for the time being. We'll get to that at some other time. I just want to know whether you told him he couldn't dump in Kearny. That's a very simple question. You can say simple, "Yes, I did." or "No, I didn't."

A Would you want me to answer no, not knowing whether I did or didn't? My answer is, I don't remember.

Q You don't remember.

BY MR. GROSS:

Q Did you ever discuss with the same Frank Miele, Jr., the bids up in North Caldwell at any time? A Yes, I think I did at one time or another.

Q Now, what did that discussion consist of?

A Well, we talked about most bidding and I mentioned the fact that there was a bid in North Caldwell and he mentioned to me that he was going to bid it. He was at the bid and so was I.

Q He was at the bid. A Yes.

Q Was that bid one in which there were friends bidding

against one another? Do you know? A Yes, I think Frank Miele was friendly to the other contractors.

Q Who were the other contractors? A Offhand I don't remember. I think there was a Pinto and possibly - I don't know, Angelo Miele, I think.

Q Did you ever discuss with Frank Miele, Jr. a possible bid by Pinto? A Yes, I mentioned that there was bids by Pinto and Miele and he.

Q You mentioned that to him. And what exactly did you say about Pinto. A I mentioned that Pinto was the private scavenger there and it would be nice if he got it. That's all.

Q It would be nice if Pinto got it? A That's right.

Q That was all that you said about Pinto in connection with that North Caldwell job? A That's right.

BY SENATOR JONES: And were you at this time the Secretary of the Association? A I think I was. But this particular job, I don't think there were any members of the Association involved. This is strictly my own candid opinion, nothing else. I mean, I don't think anybody had anything to do with it other than me voicing an opinion on how I would like to see it go.

BY MR. GROSS:

Q Did you ever mention, concerning Pinto, that you could cope with a bid by Pinto? A What do you mean by "cope" with a bid by Pinto?

Q I'm asking you whether you ever used that word.

A Would you explain what you mean by the word "cope" with a bid by Pinto?

Q I don't mean anything by it, Mr. Roselle. I'm asking you whether you ever used that word, that same word in connection with a possible bid by Pinto at that time in North Caldwell.

Did you ever use that word? A I don't remember.

Q Well now, this would be a fairly extreme statement concerning bids, wouldn't it, Mr. Roselle? A What do you mean by the word "cope"? I mean, I don't understand it.

BY SENATOR JONES:

Q Well, he's asking you if it's your word.

A Gee, I don't recall using it.

BY MR. GROSS:

Q Is it possible that you could ever have used such a word in connection with a bidder at a job, that you could "cope" with them? A You mean I could get along with them or do something with them, or what?

BY SENATOR JONES:

Q Now Counsel is -- A What is the definition of cope?

Q We're asking you that. A Well, I'm asking you. I mean, I want it explained.

Q Well, you will find that Counsel is not here to answer questions. He's here to ask them. A Maybe I better get a dictionary. Have you got one?

Q No. You can get anything you want at any time you want. We're asking you about your language, as a matter of fact.

SENATOR JONES: Go ahead, Counsel.

BY MR. GROSS:

Q Mr. Roselle, do you have some definition of the word "cope"? What do you mean by the word? A It possibly means to get along or possibly - that's about the general idea, as far as I know.

Q Now, using your definition of the word, did you ever say to Frank Miele, Jr., sometime about October, 1956, that you could cope with Pinto if he made a job or if he made a bid in North Caldwell? A I might have. I really don't know. I really don't know. I might have.

BY SENATOR JONES:

Q Well, if you had, that meant that you could get along with Pinto, then, by your definition. Is that right?

A I get along with Pinto anyway. Pinto is a friend of mine just like Angelo Miele was and so is Frank --

Q So what I said is right then, isn't it?

A No, it isn't.

Q Oh, it isn't right? A No.

Q You can't get along with him? A With who?

Q Pinto. A There are times I don't get along with Pinto.

Q Well, you said you might have made that statement. Now, if you made that statement, did that mean that you could get along with Pinto? A Sometimes I can and sometimes I can't.

Q Well, did it mean at that time you could?

A I didn't see that it made any difference as far as me getting along with him.



BY MR. GROSS:

Q Were you bidding the job in North Caldwell yourself, Mr. Roselle? A Yes, I think I bid it the first time. And I think I went after the job the first time. If I'm not mistaken, I bid the first job. I'm not sure. Would you check on that? Maybe I did and maybe I didn't.

Q This was 1956, around October, wasn't it, Mr. Roselle? A I don't remember. We might have bid it and we might not.

Q Well, the records would indicate that. A Well, did I bid it or didn't I? I mean, I don't remember.

Q From our records it's indicated that you did not bid that job. Would that be correct? A It might be so if your records show such.

Q About the same time did you ever discuss related problems with Frank Miele, Jr.? And by related problems I mean other bids or other stops which he might have had?

A I don't think it was at that particular time. Previous to that Frank Miele was operating some stops in the City of East Orange and we had some stops in the City of Newark, and if I remember correctly we made a gentleman's agreement, as far as a swap was concerned. He took our stops in Newark and we took his stops in East Orange.

Q Is this swapping something which happens frequently in the garbage industry? A Yes, it happens sometimes. In other words, it may be to my advantage to pick up a stop that is near my garage and I might have a stop that's nearer to somebody else's garage. I think at that time we even spoke about maybe buying them out - Frank Miele, I mean.

Q Well about this time, October of 1956, did you mention or discuss with Frank Miele, Jr., the loss which he sustained of a stop for \$250? Did you discuss that with him?

A That he sustained?

Q Yes. A I don't remember. Believe me. I mean, if you would refresh my memory, if you could tell me the name of the stop, maybe I --

Q Well was there a Capella stop? A Where?

Q Copella, Coppola or something like that?

A I'm sorry, we had nothing to do with any stop like that. I mean it isn't fresh in my mind at all.

Q I'm not asking whether you had anything to do with it, I'm asking whether Frank Miele, Jr. had anything to do with it. A Well, I don't know. You'd have to ask him.

Q You don't know anything about it? A Coppola? did you say?

Q Do you know anything about a stop which Frank Miele, Jr. lost for \$250? Do you know anything about that?

A Where is the stop?

Q I don't know where it is, Mr. Roselle. I am only asking the questions. A Well then, I don't know anything about it.

Q You know nothing about any -- A Nothing whatsoever.

Q And this would pertain to about October, 1956.

A I would not know about the stop. You said, Coppola, or something similar to it.

Q I'm not limiting my question to Coppola.

A Well, what is your question?

Q Do you know of any stop of about \$250 which Frank Miele, Jr. lost around October of 1956? A I don't know.

Q You don't know of any stop. A No, I don't.

Q And you never discussed it with him? A I might have. I don't remember the stop you're talking about. You're asking me to identify a stop that you're not even saying what it is. How can I tell what it is, if you're not telling me what it is?

Q Did you ever tell Frank Miele, Jr. that there were certain setups as far as dumping goes and that you had an idea of which dump was in which setup? A I might have said in which locale they were or something like that. I don't know what you mean by a setup.

Q Did you ever use the word "setup" concerning dumps?

A Not that I know of.

Q Would you say that you never used that word?

A I might have. I might have said that there was a setup, or something.

Q Well, would you say it would be an extreme statement if you used such a word, and not be called for?

A Not necessarily. I mean, there could be people that are friendly to me and friendly to someone else.

SENATOR JONES: We will recess until  
two o'clock for lunch.

(AFTERNOON SESSION)

C R E S C E N T      J.      R O S E L L E,      resumed the stand.

BY MR. GROSS:

Q   Mr. Roselle, to go to one dump in particular, that is, the Kearny area, can you tell us - describe to us what the situation is in Kearny with respect to dumps, that is, who actually owns the dumps, are they leased - what the situation is?      A   We have a dump on Bergen Avenue. We have leased approximately 272 acres from the Town of Kearny. There are other dumps in the area. Who they are owned by, I have a general idea, but I don't know exactly.

Q   Well, who are they owned by in your general idea?

A   They are listed in the names of James Petrozello Company, William A. Keegan Company and D & M, I think.

Q   Mr. Roselle, will you take a look at this map which we can mark for identification and see whether it is familiar to you.

A   Yes, it is.

Q   Does it show or present an accurate portrayal of the dumping grounds in Kearny?      A   Yes. I'd say it is pretty exact.

MR. GROSS:    May we have this map marked as an exhibit.

(Received in evidence and marked Exhibit A-1.)

Q   Mr. Roselle, what is your relationship with the Town of Kearny as far as the lease goes? How much does it call for in rental?      A   There was an agreement made in 1946 or approximately '49, I think, in which the Town of Kearny and we entered into a lease for dumping purposes to fill in the grounds. I think it was

sealed by a dollar.

Q In other words, you pay Kearny one dollar a year?

A Yes.

Q For how many acres is that? A Approximately 272 acres.

Q 272 acres? A That's right.

Q Now will you tell us, as represented by that map, who the other three owners are or lessees are there and how much they pay per year? A I have no idea what they pay. It's the James Petrozello Company, William Keegan and D & M.

Q You say you have no idea what they pay? A I have a general idea, but I don't know.

Q What is the general idea? A I think they have the same lease as we do.

Q In other words, one dollar a year? A I don't know; I think so.

BY SENATOR JONES:

Q What is your lease? A I just mentioned a dollar.

Q In other words, you pay the Town of Kearny one dollar a year? A We don't pay them a dollar a year. It's a dollar for the lease.

Q A dollar for the lease. A And at the time that we went to get this lease, they were begging for people to take it.

Q Just a minute. A Nobody would take it.

Q Do you want to say that? I'll let you say it later on.

A Yes, I want to say it.

Q All right. Now you have said it. Just wait for me to give you a question. You are paying a dollar for a lease for the property that is marked on that exhibit in what color? A Yellow.

Q How many acres? A Approximately 272. We can only use approximately 5 acres at a time because we can't get to the rest of it.

Q You use five acres at a time and there are 272 acres that you have under lease for a dollar? A No. We can only use five acres at a time. In other words the ground is land locked. You can't get to it. You have got to work your way into it.

Q And when you are all finished, you will have filled in 272 acres, isn't that right? A Yes, when we are all finished.  
BY MR. GROSS:

Q Can you tell us what the costs are in operating that dump, Mr. Roselle? A Well, exactly I can't tell you. But I know at the present time we just purchased another bulldozer which cost approximately \$12,000. Previous to that we had another bulldozer which cost \$18,500 within the past year or two.

Q How many bulldozers do you have functioning on that dump? A We have three at the present time.

Q Three on that dump? A Yes, we do.

Q Did you ever have less than three? A Well, originally when we were doing very little, we only had one, but as time went by we had to have three.

Q I see. Now, how many men do you have down there? A Two men.

Q Two men? A Yes.

Q But you always have three bulldozers? A Yes. Well, for breakdowns. You have to have a spare bulldozer.

Q Is this third bulldozer or any of the first two bulldozers

used on any other jobs or any other dumps? A No, sir.

Q Are those three bulldozers used exclusively in your own dumping area -- A Exclusively.

Q -- designated on that map? A They are on that dumping area at all times.

Q Well, by dumping area, do you mean all four or any more than one area? A I said my dumping area.

Q They are always and exclusively -- A On my own dumping area.

Q On your own dumping area. A Right.

Q Now do the other contractors or dump owners have their own bulldozers? A I don't know.

Q How often are you on these dumping grounds? A I see bulldozers there. I don't know whether they own them. I can see them right from there. How often have I been on them?

Q Right. A I'd say ---

Q What is your total cost for operating this dump?

A I have no idea at this time.

Q Pardon me? A I have no idea at this time.

Q Do you have your records with you? A Yes.

Q Well, would you look in your records and tell us what that dump costs to operate? A I'd say about forty or fifty thousand a year.

BY SENATOR JONES:

Q Now you are not looking at your records, are you?

A No, I am not. I am going by the fact of what we have tied up there and two men that are employed there plus my dad - that's a third man - who is down there at all times too, plus the fact that

any time there is fires, etc., we are down there fighting them. Our man-hours are not included, as you probably know; in a partnership you don't count your own time. In other words, your own time is not deductible. It is just a matter of how much money the operation makes and then it's a division.

Q But in the forty or fifty thousand dollars which you have now estimated without reference to your notes or your records, you do assess a charge against the operation of your father's time, who is a partner, and your time, who is a partner, is that right? A Yes, we do.

Q And what is the allocation that you make for your father? A Beg your pardon?

Q What is the allocation that you make for your father? A It is a salary or he draws a drawing on the partnership.

Q What is it? A For the year 1957 or rather -- I don't have my father's drawings here, but I am sure I can tell you because I know. From our partnership return which covers our dumping ground, in the year 1955, including a third interest in the garbage contract - at that time we had the contract with Roselle, LaFera and Petrozello - which the income was approximately \$42,000. My dad drew \$12,000 that year.

Q And that's allocated? A That is including the contract in the City of East Orange.

Q Yes, but that is allocated strictly to the dump, his salary? A No, it wasn't. I just mentioned it was the dump and the City of East Orange. He drew \$12,000.

Q How much did you allocate to the dump of the \$12,000?



A There was no allocation because it was part of the dump and the contract in the City of East Orange was one income.

Q So you don't make any division as to the dump and as to the contract? A No, we don't.

Q What was your allocation? A Mine was the same, \$12,000.

Q So that you had of the expenses there at the dump, you had \$24,000 on your own? A Not necessarily. That includes our operation on garbage also.

Q You have made this clear. That is the point. A Right. I don't want you to say that \$24,000 came out of the dump.

Q You have made clear by your testimony that ---  
A I want to make sure it is clear.

Q Do you want an argument? Is that what you are looking for?  
A No, I am telling you. You are trying to tell me.

Q I am not trying to tell you anything. A That includes my operation.

Q Don't ask me to tell you anything. I'd tell you a lot of things. A Go ahead. What else do you want to know?

SENATOR JONES: Go ahead, counsellor.

BY MR. GROSS:

Q Mr. Roselle, what were the other allocations? A I beg your pardon.

Q The other costs we are interested in finding out for the job or for the dumping area. A What other cost? Fuel and oil and firefighting equipment.

Q Well, how much have you allocated for that? A This

was not allocated that way. Like I say, if we go on further ---

Q How do you arrive at \$50,000 cost per year? A Well, to begin with there are three people employed. One is my dad.

Q How much for the three people employed? A Well, the wages alone would run about \$19,000.

Q All right. What else? A Fuel and oil on a dump might run anywhere between \$1500 to \$3000.

Q All right. What else? A Our own time as far as fighting fires and working down there ourselves, and which we do quite often.

Q Well, you are on salary. A I am not on salary on this particular thing. In '55 I was. I didn't include my salary in this operation. That's on the partnership. I draw a salary from my corporation. Any time that I put in the partnership comes out of excess of what's left in the partnership.

Q All right. How much else? A In fact, in 1956 - just to give you a general idea - when we took out the contract as far as the City of East Orange was concerned, we had an income of \$40,000.

Q All right. What else do you allocate to the cost of the dump? A Well, gas and oil - fuel rather, maintenance repairs.

Q Maintenance repair. How much? A On the bulldozers - I can give you that. - \$1,121.05.

Q All right. What else? A Depreciation on equipment.

Q How much do you allocate for that? A Well, we bought a bulldozer, \$18,000 - I am using a five-year depreciation -

is \$3,000 - \$3,500 to be exact.

Q All right. What else? A That other \$12,000 bulldozer which we just bought would be another \$3,000.

Q How many years have you had the other bulldozer?

A We just got them. We just bought these in the last year in fact. One we bought at the early part and one we bought at the latter part. And our own time, three brothers.

Q How much is your own time? A I'd say approximately \$5,000 apiece.

Q That totals approximately \$45,000. A I think I said between forty and fifty.

Q Now, are you presently dumping in this dumping area from your Elizabeth, Union and East Orange jobs? A As of July 1st, yes.

Q You are? A Right.

Q Now, have you allocated an income on account of the dumping from those jobs? In other words, are you paying yourself? A Yes, \$60,000.

Q \$60,000 for your own dumping? A Right.

Q Now, is there any other income from that dump? A Yes. We collect approximately \$600 from Lorenzo Pucillo a month.

Q Per month. Any other? A I'd say maybe a thousand dollars more.

Q A thousand dollars more. A A year.

SENATOR JONES: A year?

THE WITNESS: Yes.

Q That is total receipts of about \$68,000? A Right.

Q What makes up that \$1,000 per year? A We have one

party pays us \$35 or \$40 a month. We have another party pays us \$25 a month, another party that maybe pays us \$70 a month.

Q What rates do you charge such other people? A Well, originally they were going to pay us \$3 a month and then I think we charge them anywhere between \$1.50 and \$2.00 now, per load.

Q Per load? A Yes.

Q How do you set the rate per load? A Well, we assume what we think it costs us per load or what the general over-all picture of the market is. In other words, when I was dumping in Elizabeth, they wanted to charge me \$3 a load. I am sure if I permitted somebody to come into my dump for \$1.50 or \$2.00, I am being fair and equitable. I go by the market.

Q In other words, you are not basing this on a cost allocation or margin-of-profit basis, are you? A We are assuming on what we think it's going to be at the end of the year - what we think it is going to cost us - and to be perfectly frank, I don't think we are going to make any money on those particular rates. I'd be only too glad to pay somebody else \$3 a load.

Q Well, according to your figures, you have made about \$23,000 for this dump. Now if someone in addition comes in and asks to dump, you can't possibly lose any money, can you?

A It is possible. You might get some business that may not pay off as well.

Q Well, only if they don't pay. A Well, that is because of the fact that we are charging ourselves a particular rental on a dump. Now, as far as that goes ---

Q You have no rental on this dump, do you? A What's that?

Q You have no rental to pay. A Well, we pay a rental from our corporation to our partnership because of that, just because we have to meet the expense of the dump. Now, I give you a figure of \$40,000 or \$50,000. It is very possible we could put a new engine in one of these new machines very shortly and now with the Internal Revenue report --

Q Well, -- A Just a moment. -- as they say, you can take 40 per cent. That would increase that \$5,000 I told you for depreciation to almost \$10,000 or \$12,000, the recent law, on those bulldozers which we just bought. I don't think we are making any money on our dump.

Q What we are interested in knowing is this: How do you set a price for an independent contractor who wants to come in to dump? A We set a price on what we think it costs us to maintain and operate our dump site and that is how we charge. In other words, what we think ---

Q Why were you charging \$3 and \$5 a load two years ago and only \$1.50 now? A I want you to stand corrected. I never charged anybody \$3 and \$5 a load. I never received \$3 and \$5 a load unless it was wrecking materials, such as wood, from demolition jobs, in which we had a lot of trouble. Another big expense we have is fires; in reference to the State Code, recently I was down here to Trenton to the Attorney General's office. We also have legal expenses on the dumps. Every once in a while we get into a legal entanglement at one time or another.

Q All right. Now, Mr. Roselle, didn't you say a while back this morning that the rate for independent dumpers per load had

built up to \$3 and that then there had been a request for \$5 per load? A I said to you that September 1st of 1957 when the Sanitary Landfill Code came in and hit us or everybody anticipated it was going to go through, the rate was increased to \$3 a load to cover us for that particular new code. When the code was dropped, our rates also changed.

Q Was there ever a request for \$5 by any of these dump lessees? A There might have been. We have charged \$5 on wrecking material. I have charged more than that because we don't want it. It's a nuisance on the dump and it does a lot of damage.

Q Does your price for dumping have anything to do with the amount of available dumping area? A The amount of available dumping area? No.

Q I am talking now only about supply and demand. That has something to do with your prices, doesn't it? A No, not necessarily because we are in an area that the supply and demand is plentiful. There is plenty of dumps there.

Q Didn't you just say you could only get to five acres of all of your two hundred some odd acres? A That has nothing to do with it. We can go twenty acres, but we can only fill five at a time. I mean, in fact, one acre, you can't go to the latter part of the dump and start dumping. We have not 272 acres that we can get to. We have to work our way to it.

Q Is there any dumping acreage in Kearny which is not tied up by these four leases? A I don't know. You would have to check with the Town of Kearny.

Q Well, as best as you know. A Well, I would imagine

there is. I don't know. I don't know.

Q Would the map indicate that there is any other? A Well, I think some of it is privately owned so if the pieces are not privately owned, I would say there is, but I don't think so. One other thing, I think the lease that we have also states that if and when they sell a piece of the property that we have, we have to relinquish it and it's very possible they might be holding on to some because they are supposed to replace it if possible. I don't know.

BY SENATOR JONES:

Q Where does Kearny dump? A Kearny dumps in our -- oh, that's another thing. We have to maintain ---

Q Now just a minute. Where does Kearny dump? A It dumps in any one of the dumps. It comes in my dump many a time. We have to push the Kearny garbage free and gratis.

Q You could get along so much better if you just let me ask the question. When Kearny comes in, it dumps on your dumping grounds and you make no charge, isn't that right? A Subject to our lease. Our lease states such. Also any taxpayer of the Town of Kearny.

Q And when they do dump in that area, you also have to do with that material what you do with the other material which is to push it in place, isn't that right? A That's right.

BY MR. GROSS:

Q Does the City of Newark dump in this Kearny area?

A Yes, I think it does over on the Belleville Turnpike side.

Q Whose area would that be as designated? A This would be

on the D & M Contracting Company area.

Q And how much do they pay to your best knowledge? A To my knowledge they have a lease. What they pay, I don't know.

Q You have no idea at all. A I don't know.

Q The D & M, are they a member of your contractors association? A No, sir.

Q Were they at any time? A No, sir.

Q Who has an interest in D & M, any other contractor? A Garbage contractor?

Q Yes. What individuals make up D & M? A Well, I think it was DeVita and Manga at one time. I don't know any more than that. DeVita and Manga.

Q You don't know how much they pay at all? A No, I don't know their particular business.

Q And you say that your price has no relationship to supply and demand? A Not in our particular case. What we are interested in is getting the money back that it costs us to operate.

Q Do you know whether the non-members of your association had any difficulty procuring dumping grounds? A Yes, I recall quite a rhubarb about it.

Q Will you tell us what that rhubarb was about? A Well, from what I understand, the fellows that were operating out of North Arlington for some reason or other couldn't get along with the Town of North Arlington so they immediately demanded a piece from the Town of Kearny and the Town of Kearny saw fit not to give it to them. From what I understand they weren't reputable people.



Q They were not reputable people?  
that was one of the reasons.

A To my knowledge,

BY SENATOR JONES:

Q Just a minute. Is that the basis for letting the lands in Kearny? A I beg your pardon?

Q Is that the basis for letting or leasing lands in Kearny?  
A Well, I think one of the big reasons for the leasing of the ground in Kearny is to lease it to a contractor that can fill in the ground and has the possibility of going ahead and getting the garbage to fill in the area.

Q Does he have to be reputable to? A Oh, I would imagine anyone in order to make a deal with any municipality would have to be reputable.

Q In other words, you consider that a necessity for obtaining a lease in Kearny, that the contractor is reputable? A Yes, I do.

BY MR. GROSS:

Q When was the approach to North Arlington made, if you know, by these non-members of your association? A I have no idea when they made the approach in North Arlington.

Q Do you know whether they made an approach to Kearny first?  
A I don't know.

Q You don't know? A No.

Q Do you know whether they asked you or any one of the other three lessees in Kearny for dumping privileges before they went to North Arlington? A Not that I know of, no.

Q You say they never asked you or any of the three lessees?

A I don't know about the other three. I am talking about myself. They did not ask me.

Q Was Petrozello in that category of a lessee? A Yes, he is one of the lessees.

Q And who are the other two, aside from Keegan? A Keegan and D & M.

Q Do you know Keegan? A Yes, I know Keegan.

Q And you know Petrozello? A Yes, I do.

Q Are they both members of the association? A No. One of them is; one of them isn't.

Q Which one is not? A Petrozello is, Keegan isn't.

Q Was Keegan ever a member of the association? A No.

Q Any of his companies ever a member of the association?

A No, to my knowledge.

Q Do you know whether any of the non-members of your association asked Petrozello for dumping privileges before they went to North Arlington? A Well, I think some of them were dumping in his dump. Whether they asked him or not, I wouldn't know.

Q And do you know how much they were being charged per load? A Well, previous to September, they might have been being charged anywhere from fifty cents to a dollar a load.

Q Previous to the time they went to North Arlington.

A I have no idea what he was charging.

Q Do you have any familiarity with the Walter Kidde establishment in Bloomfield? A No, I don't.

Q Have you ever heard of that stop? A No. I have heard

of the Walter Kidde Company. That's all.

Q Do you have any familiarity at all with who was taking the garbage from that establishment at any time? A No, I don't.

Q You don't have any familiarity with it at any time?  
A No, I don't.

Q You never discussed it with anyone? A No.

Q Did you ever discuss with Frank Miele, Jr. that he lost that particular stop? A No, I didn't.

Q Who is Copella, if you know? A I don't know.

Q You never discussed with Frank Miele, Jr. his relationship with Copella and a possible loss of a stop? A No, I don't.

Q I said you never discussed it. A No, I didn't.

Q You did not. A No.

Q Did you ever tell Frank Miele, Jr. that if he did lose a stop, it could be worked out through the dumping setup or through exclusion from dumping grounds? A No, I didn't.

Q You did not? A No, I didn't.

Q Did you ever tell anyone that you could work out what was going on in a bid through control of dumps? A No, I didn't.

Q You did not. A Nope.

Q Did you ever refer to the dumping areas as a setup in any way? A No, I didn't.

Q You did not. A No.

Q Did you ever have in connection with this trouble with Frank Miele, Jr., any occasion to call him in to see you? A I might have called him at one time or another in reference to private stops or business.

Q Did you ever have any meeting with Frank Miele, Jr. and

any other contractors?

A Yes, I think I spoke to him in reference to trying to pay the \$3 - it would work out sooner or later.

Q And were other contractors present?

A I don't remember.

Q Well, if there were other contractors present, do you have any idea where you would have met?

A Well, we could have met anywhere as far as that goes.

Q Is it possible you met in Union Hall?

A It is possible.

Q At John Serritelli's office?

A If I remember correctly Mr. Frank Miele, Jr. was the president of the Garbagemen's Association and it is very possible that he may have met in Serritelli's office because I think I met him there once or twice.

Q And when you met him there once or twice, do you remember who else was present or any of the other individuals present?

A What other individuals do you mean? I don't know what incident you are talking about.

Q I don't know what incident you are talking about.

A It happened two or three times.

Q Let's go through all three. Do you remember who was present on the first one?

A I think it was he and myself and -- just he and myself if I remember. He come in there and I was in there.

Q And John Serritelli was there.

A No. John Serritelli was not there.

Q But you were at Union Hall Headquarters?

A We happened to meet there, not that we made an appointment to meet there.

Q I see. And for what reason would you be meeting at the union headquarters?

A He happened to come in and I happened to come in.

Q I see. Did you ever have any meeting there in which Frank Miele, Sr. was present? A Yes, I think he might have been there at one time or another.

Q Will you tell us who, if you remember, was present when Frank Miele, Sr. was there? A I remember Frank Miele, Sr. was there and Frank Miele, Jr. The other people - I don't remember who was there. There are a lot of people that go in and out of that office.

Q Could they have been Cassini or one of the other contractors? A Well, he goes in there quite often, but he comes in and out also. The Union Hall used to be a place where everybody that was having trouble with the union, they would go in and out there. Almost every other day you would see a contractor there, going in and out. The Union Hall happens to be around the corner from my house.

Q On this occasion when both Miele's were there with you, was John Serritelli present in the building? A He may have been in the building, yes. His room was way in the back. But I don't think in any way he interceded or talked to either one of us.

Q Did he talk to you or to anyone prior to your sitting down with the Miele's? A He may have talked to me, but it had nothing to do with talking to the Miele's.

Q At this particular meeting did you have any conversation relating to whether Frank Miele, Sr. could dump in any particular area? A No.

Q Did you ever tell him that he couldn't dump? A No.

Q You never told him that at all? A No.

Q Did Mr. Serritelli ever come to meetings of the association?

A Once in a great while he would.

Q Once in a great while. A Yes.

Q How often would you mean by that? A Well, we were trying to negotiate wages a couple of times there. In fact we had a wage committee that was trying to negotiate and he appeared there or rather he was invited there.

Q He would be at the meetings of the Board of Directors?

A Once in a great while he would be there.

Q At the Board of Directors or the entire membership?

A No, at the Board of Directors.

BY SENATOR JONES:

Q Let me ask you some questions as long as you are on Serritelli. Do you know where John Serritelli is now by any chance? A I have no idea. The last time I saw him was about a year ago.

Q And you saw him a year ago in what connection? A To be perfectly frank, I met him at the Union County Grand Jury hearing.

Q He was testifying there and so were you? A Yes, sir.

Q So that was one day you weren't transacting any business, is that right? A You very rarely transact any business with Mr. Serritelli.

Q O.K. First of all, when was it that you were transacting business with him prior to the Union County Court House meeting of a year ago? A Well, in the month of December of 1957 we were trying to negotiate a contract with him. I had my attorney Mr. Fagan there and we discussed trying to get some sort of a union

contract for the laborers that would be more constructive or more feasible. He refused to go along.

Q That was in February of 1957, did you say? A No, in December.

Q Beg your pardon. A I think at a later date in February I saw him, but we had no transaction of business, when we had a strike.

Q O.K. Now let me ask you this: Have you had occasion to negotiate contracts since December 1957? A No.

Q Not one? A No.

Q So that you had no occasion then to see Mr. Serritelli? A No.

Q What was the last contract that you negotiated in 1957? A The contract that went into effect January 1, 1958.

Q That was the \$114 - \$104 one? A Yes, it was.

Q And you have never seen him since? A Outside of seeing him in Union County and seeing him the day of the strike, I have not seen him.

Q Have you made any effort to see him? A No.

Q He hasn't called you on the telephone? A No, he hasn't.

Q You have had no grievance procedure, no administration -- A I had grievance procedure with his delegates and with his business agent, Mike Ardis. I have not seen Mr. Serritelli.

Q You say that Seritelli attended association meetings. A Meeting. One or two - that's about all.

Q And are you saying it was for the sole purpose of discussing union relationships with Mr. Serritelli? A Well, we tried to

talk over what the wage scale would be in '58. The demands were \$1.04 and \$1.14 and we talked to him in reference to it and then we also had him there at the meeting at the time of the strike in Passaic. That was the two occasions that he was there. I think he was at one of the socials at one time too.

Q And he attended some of your dances and dinners - or rather dinners as I recollect, not a dance. A I recall him at one social.

Q Did you ever discuss with Serritelli your suspicion that there were some deals in relation to the bidding of some garbage contracts? A No. That was my personal opinion.

Q And you never discussed it with him? A No.

Q Do you have any understanding as to whether or not Serritelli is actively engaged in carrying out union duties at the present time? A To my knowledge he is still the representative of the union. I mean, other than that, I don't know.

Q Is he in the state to your knowledge? A No. I mean, I don't know, no.

Q You don't know? A No.

BY MR. GROSS:

Q Still with Serritelli, Mr. Roselle, you say you have had a great deal of trouble with the union over the years? A Yes, we have.

Q Do you know of any contractors who have not had any trouble with them? A Well, I'd say everybody had trouble, but I think we had a great deal more.



Q Well, would you say with the other contractors that the trouble was sometimes at a peak and then other times there was no trouble for a period of time? A Well, I would say so, yes. I have seen trouble and then they would straighten it out and they would go along for a while until they had some more trouble.

Q Have you ever heard anything about Serritelli or a union representative being paid? A No.

Q Have you ever heard any rumors about it? A I have heard rumors, but I don't know of any.

Q What have those rumors been? A Oh, rumors go around - like everybody talks about delegates that receive money and all that, but I don't know of any truth in it.

Q What rumors have you heard about Serritelli? A I haven't heard it about Serritelli. I have heard it about the over-all picture as far as delegates are concerned.

SENATOR JONES: I don't think we ought to pursue the question of rumors on Serritelli. I think there is enough substantial evidence to be presented that it doesn't require our getting into the question of what his rumored situations were. We are not bound here by rules of evidence, but we are bound by, I think, general rules of propriety and I think that we can desist on the question of rumors.

Q In your connection with the association, do you have any familiarity with a \$30,000 mortgage? A Yes, I do.

Q Will you describe to us what that mortgage is, who the mortgagee and mortgagors are? A From what I understand - in fact, while we were in the association we had approximately, oh,

\$30,000 or \$40,000 in the kitty and from all indications ---

BY SENATOR JONES:

Q Let me interrupt you. Do you mind? If you do, I won't.

A No, that's all right. I won't lose the trend of thought.

Q The association entered into a mortgage relationship with Serritelli's brother-in-law, a man by the name of Attanasi, is that right? A Yes.

Q What is Attanasi's first name? A Emile, I believe.

Q And he is related as a brother-in-law. Apparently he married Serritelli's sister, is that right? A Yes. I have known him a number of years.

Q And he is not a member of the association, is he? A No.

Q And you had been collecting these dues of one per cent from the various association members and you had between \$30,000 and \$40,000, as you just a moment or so ago testified, free in the kitty, so to speak, is that right? A Like I said before, I just collected the money and turned it over to the treasurer.

Q Right. You made that clear before. A I did not handle the money.

Q You made that clear before. A In the treasurer's report, the report was that there was \$40,000 or \$45,000 in the treasury. There was a motion made that may we put some of it in government bonds. We then in turn did and I think they got something like \$5,000 or \$10,000. I believe it was in the early part of, oh, maybe May or June or July at that time. Up to this point, we have had very little trouble as far as the usage of the money. It was put up there to help the individual association members in

case they needed funds as far as to fight the union - to do things like that. So they decided to put the money into something else and they shopped around at banks, etc., and I believe one of the members, namely, Mr. Egan, come up with a situation where he said he had a mortgage or could get a mortgage and Mr. Attanasi - at five and one-half per cent interest charge on \$30,000.

Q Let me stop you for a minute if you don't mind.

A All right.

Q Were you engaged in any of the negotiations that you have just recited in a personal sense? A Not to a certain extent. There was a committee formed.

Q You were still the secretary, weren't you? A Secretary?

Q Well, whatever you called yourself. A No, I wasn't.

Q I am not quibbling because you have never given yourself a name. A No, that's all right. I was more or less representing the association.

Q You said liaison man before. A That's right.

Q You were still the liaison man? A Yes.

Q What part in these negotiations did you have? A Well, not too much, although the fact that we had assigned a committee - I think the president picked up a committee.

Q Who was on the committee? A I don't remember, but I wasn't on it. I wasn't on this committee, although when a few of the members of the committee went up to see the grounds - in other words, before the money was put up, the committee decided to go up and take a look at this particular property rather than take anybody's word on it. We went up and looked at the property and

we checked with the attorney to make sure that the particular property was in order. I understand in the search it came out that there was a \$25,000 mortgage that the bank had - that at one time they had. Therefore, it was of the opinion of the committee that if the bank could go for \$25,000 for only a portion of it - here we were going for \$30,000, oh, I think it was for 200 acres.

Q Who made the suggestion now that you have finished all that? Who made the suggestion about the mortgage? A I think it was brought up by Mr. Egan.

Q Mr. Egan is the president? A I don't recall. I think he was the president at that time.

Q And Mr. Egan is the one that suggested -- A I don't think he was the president. I think he was just on the committee. He might have been chairman of the committee. I don't remember.

Q But it was he who suggested to you and to everybody else that you give Attanasi a \$40,000 mortgage or thereabouts?

A Well, it was a \$30,000 --

Q \$30,000 mortgage. A Yes, and he brought it up and we investigated it. There were other situations brought up, too. A couple of the fellow members wanted to borrow money. But the members, themselves, couldn't come up with the collateral that we wanted. There was an individual in the association that wanted to borrow some money. To be perfectly frank, we didn't think it was a safe investment.

Q You don't know about any negotiations between Egan and members of the committee and Attanasi, themselves, personally, do you?

A Well, I was around with the committee. We went to

White Rock Lake. We spent an afternoon, I think, up there and then, I think, at a later date two or three of the committee that couldn't make it went up themselves and then they reported back and they stated that the property was well worth the money - there was no risk involved; as long as he paid the interest and it was a first mortgage, as long as the attorney approved it, I don't think personally there was anything wrong with the particular mortgage.

Q Your money is in that mortgage, isn't it? A Yes, it is, some of it.

Q You are not a member of the association any longer, are you? A No, I am not.

Q What does the mortgage provide in that respect? A I'll be frank, I figured it was too much of a legal entanglement to try to get the money that I put in there out and, therefore, we figured let's wait and see.

Q You mean you have waived it? A No, I didn't waive it. I spoke to my attorney and he just told me to sit tight and wait. I mean, I couldn't see how I could go in there and demand my portion or something like that because the organization has been functioning since then and still is functioning. That I saw fit to get out of the organization - you have to take that with it.

BY MR. GROSS:

Q Mr. Roselle, at the time the mortgage was executed and prior to that you knew that Attanasi was Serritelli's brother-in-law, didn't you? A I knew Mr. Attanasi before I knew Mr. Serritelli to be perfectly frank with you.

Q But at the time the mortgage was executed and prior thereto

when you were discussing it, you knew that Attanasi was the brother-in-law of Serritelli?           A Yes, I did.

Q -- who was the union representative?           A Yes.

Q Now when you gave this mortgage, that is, the association, when it gave the \$30,000 mortgage to Serritelli's brother-in-law, did you expect as a member of the association that Serritelli in return would be reasonable in dealing with the members of the association?

A To be perfectly frank, we thought it was a sound investment. We investigated it and the committee approved it - the general assembly approved it - the mortgage was issued. The only objection I had was that it be a first mortgage. The attorney stated it would be so and that's the way it went.

Q Let me ask this specific question again, Mr. Roselle. When the association gave this \$30,000 mortgage to Serritelli's brother-in-law, didn't you and the other members of the association expect that in return Serritelli would be reasonable in dealing with the members of the association and was not that the main purpose of this mortgage?

A Mr. Gross, as far as I was concerned, we checked the property, we found it a nice piece of property, we had three or four other ideas in reference to putting the money out, we thought it was a sound investment and that is the reason we gave him the money. If it had been Senator Jones that needed the money, we maybe would have given it to him if he come up with the right collateral.

SENATOR JONES: I might have had some difficulty with that.

THE WITNESS: I doubt it.

BY SENATOR JONES:

Q Now do you recall when you first took the witness stand here that you gave the purposes of this organization, this association? Do you recall testifying as to that? Do you remember when Mr. Gross asked you "Why was the organization formed?" A Yes, I do.

Q You wanted to aid each other, you wanted to better your labor relations and your public relations and you wanted to be able to help in emergencies your fellow members. Now I wrote that down and they are the four stated reasons why you say this association formed. Is that right or wrong? A I think they are some of the four. There are more than that, the four that I mentioned.

Q There are more than the four that you mentioned? A Yes, I think so.

Q Well, you had better name all the others right now.  
A Could you name the four that I mentioned?

Q I will read them to you as you gave them to me. The association was formed to aid each other. It was formed to improve the labor relations of the members. It was formed to improve the public relations of the members and it was formed to in emergency situations have one member assist another when he was in, to use your language, dire trouble and you illustrated that by a fire and by truck breakdowns and the like. A We also were organized in an effort to combat the union also. In other words, when I said "improve labor relations," that also means correct our labor relations, such as going ahead and

combatting the union, if necessary.

Q What else? A Exchange ideas.

Q O.K. What else? A Possibly loan moneys to individuals if they were in need.

Q So that your contractors' association got together to loan individuals money if they were in need? A As long as it was a reputable situation, why not? It wasn't that it was established as such; it was no loan agency.

Q Now that was a stated --- A No, we weren't stated that, but it was just normally understood that we weren't going to loan it to anybody.

Q Who normally understood it? A Like I said before, we saw this money accumulating, just sitting in the bank. We even decided to maybe put it in a savings account and draw three per cent. There was no sense leaving the money there so we looked for an outside way in which the money could produce.

Q You said all that. But what I want to know is if you really formed this association for loaning money to deserving contractors even senators? A Not necessarily - if possible, yes. I mean, if someone were in dire need of it, we would give it to him. That is my own opinion. I don't know what the association would have done.

Q So that that is your opinion now? A Right.

Q That is no longer a stated reason why you came together, is it? A I think the by-laws speak for themselves.

Q Do they? A Well, as far as I know they do.



Q Then as far as the by-laws are concerned, is there anything in the by-laws that warrants a loan of money? A I don't think so, but I think it is smart business if you have a lot of money in the bank --

SENATOR JONES: You may take over.

THE WITNESS: May I finish, Mr. Jones?

SENATOR JONES: Finish as much as you please.

(Witness continuing) I certainly feel that it is smart business if any organization has a lot of money in the bank to turn around and see if they can derive some sort of an income out of it.

BY MR. GROSS:

Q Mr. Roselle, did you ever tell the Grand Jury in Bergen County, January 3rd, 1958, that the principal reason for the grant of this \$30,000 mortgage was to try to get Serritelli to be reasonable with the members of the association? Did you ever say that?

A Yes, I might have.

Q Well, is that true then that the principal reason for the grant of this mortgage was to make Serritelli reasonable as you might have said before the Bergen County Grand Jury? A I don't really remember.

BY SENATOR JONES:

Q Now, what don't you remember? A I don't remember if I said that or if it was such.

Q All right. Now you don't remember that you may have said it to the Grand Jury. A I don't.

Q Let's ask you now because it doesn't make any difference whether you remember it or not - let's ask you very directly now.

Forget anything that you said at the Grand Jury. You were under oath then and you are under oath now. Now let's have it now. Was it for the purpose of making Serritelli reasonable, yes or no?

A No.

SENATOR JONES: O.K.

BY MR. GROSS:

Q Mr. Roselle, did you use the Colonial Inn in Asbury for dinners and that sort of thing?

A We used the Colonial Inn one time. It was a general meeting in which we had one meeting.

Q And what was the purpose of using the Colonial Inn?

A It's a good spot.

Q Who owns the Colonial Inn?

A Peter Serritelli at that time. John Serritelli didn't own it.

Q Now who is Peter Serritelli?

A Mr. Serritelli's brother.

Q Did you ever say to any authority that a reason for using the Colonial Inn on that occasion was to create good will with Serritelli and the union?

A Yes, with Serritelli. He happened to be a social friend of mine also.

Q So then it is true now that you on that occasion did use the Colonial Inn owned by Peter Seritelli to have or create goodwill with John Serritelli?

A Mr. Gross, most of my friends - if I can throw them some business, I certainly will. Now there is nothing wrong with me having a party at the Colonial Inn or the Roost or the Essex House just because I know the boss or something. That doesn't make any difference.

Q But you tried to throw business to John Serritelli's

brother. A We went to a number of places that weren't friendly. They were places that nobody knew. We happened to go to the Colonial Inn because it was a nice place. It just happened to be owned by Mr. Serritelli's brother.

Q Did you ever have any relationship with Serritelli's wife in any way, and I don't mean anything -- A I know what you mean. Yes.

Q What was that relationship? A We were very friendly. We knew one another very good. She knows my wife and my kids.

Q Were there any gifts ever presented between one family and the other? A Yes, there was.

Q Will you describe what those gifts were? A She gave gifts to my kids and I extended gifts to her, nothing to speak of.

Q Well, about what was the value of the gifts you presented to her? A Well, she may have given me gifts for my kids, like \$30, \$40, \$50 gifts and I in turn gave her maybe a \$30, \$40, \$50, \$100 gift, personally her.

Q Are you sure that \$100 was the maximum? A Oh, I don't know what the maximum was.

Q It might have been more than that? A I doubt it, not much more.

Q And you are including the children too, if there were any? A She don't have any kids.

Q Did you ever use as an employee any other member of the Serritelli family? A I engaged Mr. Serritelli's son,

Richard Serritelli, as an attorney. He done two things for me. He closed a search on a home in which he charged me approximately \$325 which was more than reasonable, and he charged me something like \$400 for a corporation that he formed in New York State, which was also more than reasonable.

Q Now we spoke before of Mr. Katz. Will you repeat what his position was?

SENATOR JONES: May we have a break here? Is this another subject matter?

MR. GROSS: Yes.

SENATOR JONES: Let's give the man a recess. He has been on the stand for an hour. We will take a five-minute recess.

(Five-minute Recess.)

SENATOR JONES: Are you ready to proceed, counsel?

MR. GROSS: Yes, we are.

SENATOR JONES: Now, where were we?

MR. GROSS: We were on Mr. Katz.

THE WITNESS: I think we were on something else before that.

BY SENATOR JONES:

Q What was that? Your recollection will serve. Go ahead. What were you talking about last as you recall? A I think he mentioned Mr. Katz and then you brought up something about the mortgage.

Q The mortgage? A Yes.

Q Well, where did we leave off? You gave me, as I remember that - the record will stand, of course, and

serve to substantiate my recollection. But as I recall you gave a flat unqualified no to the question of whether or not the mortgage had been given for the purpose of establishing pleasant relations and reasonableness from Serritelli in connection with his general union negotiation with union members.

You said no to that. Is that where we left off? A Somewhere around that vicinity, I think.

Q And do you still persist in that answer? A Well, as far as that goes, like I mentioned before, we had approximately \$40,000 to \$45,000 in the treasury and from what I understand the plan come up about giving a mortgage to Mr. Antinozzi for \$30,000 on the property in White Rock Lake.

Q And, Mr. Roselle, for some reason or other you misapprehend the line of this questioning. The committee knows that a \$30,000 mortgage was given - it's of record - it isn't denied by you or the association to the best of my knowledge or its other members - and no one really cares whether there was good collateral or poor collateral as of this moment. Nobody cares whether it was a good loan or a bad loan as of this moment. The line of questioning doesn't go to the security or to the soundness of this credit transaction. The line of questioning goes - was this done to make Serritelli reasonable in his relationship with the members of the association? Was this done to soften him up, to acquire some pleasantries or extra benefits from him in his negotiation as a business agent? You understand what I mean, don't you?

A Yes. Well, I truthfully think that it is possible that everyone thought that it would create good friendship or good feeling there.

Here we were going to make money and satisfy the over-all picture as far as keeping everybody happy.

Q All right. So that are you now telling me that it was a part of the plan? A I wouldn't say it was part of the plan, but it was all understood that it would be a good gesture.

Q It would be a good gesture and it would make Serritelli more reasonable in his negotiations with the members of the association, isn't that right? A Yes, it is.

Q So that now you wish to change for record purposes your testimony of a few moments ago where you said to the contrary, is that right? A Well, I didn't think I said exactly to the contrary.

Q All right. Fair enough. I am not going to argue with you; the record will say what it says. As I understand it, it was at this time that you were having difficulties with your labor relations and your labor contracts and Serritelli was making demands in behalf of employees and this mortgage and this loan to his brother-in-law fell into a pattern of making him easier to deal with, isn't that right? A To my estimation I would say yes.

BY MR. GROSS:

Q Mr. Roselle, this Mr. Katz, what is his organization again? A I believe it is the Metropolitan Tire Company of Paterson.

Q Did Mr. Serritelli ever mention Mr. Katz to you or members of the association? A Well, Mr. Serritelli knew Mr. Katz like everybody else did.

Q What did Mr. Serritelli say about Mr. Katz to you or members of the association? A Other than the fact that he was a nice fellow and handled tires, etc., nothing else.

Q Well, Serritelli made it known, did he not, that Katz was a friend of his? A Yes, he did.

Q And after Serritelli made it known that Katz in the Metropolitan Tire business was a friend of his, did you or any other members of the association purchase tires from Katz?

A Yes, we did. In my particular case I had purchased tires from George Katz for three or four years back.

Q But the volume increased at this time when Serritelli made it known that Katz was a friend, isn't that so? A Yes, it did, but Mr. Katz come in with a price and we put it before the association and said "Here's tires for sale at this price if we buy them in volume" and that is what the association did.

BY SENATOR JONES:

Q So again the association had before it some suitable prices because again we are not concerned with whether you bought tires right or wrong; we are concerned with the effect that related to Serritelli and Katz and this question of reasonableness and making him easy to deal with. And the fact of the matter is that Serritelli recommended Katz and Katz because he was recommended by Serritelli - the association did business with, isn't that right?

A That along with the price factor.

SENATOR JONES: Exactly. Go ahead.

BY MR. GROSS:

Q Now, you have mentioned before that you rode around in

a Thunderbird, at least on some occasions, with Serritelli, and that that Thunderbird was owned by Katz, is that right?

A Yes, the license plate on it was number 1 dash 2 or dash 3 and I happened to know that Mr. Katz's license numbers were 1 dash so and so. Therefore, I knew the car was in his name.

Q Do you know how often Serritelli would be in that Thunderbird?

A Quite often, I guess.

Q Quite often? A Yes.

Q Do you know if he was in any other of the Katz cars with that number 1 license plate?

A Yes. Once in a while he used his car or vice versa.

Q What other cars were used with that number one designation being a Katz car by Serritelli?

A The only one that I know of is the white Cadillac that he used once in a great while.

Q So that very often Serritelli was riding with Katz's automobiles?

A I think it is only that one. The other one he used once in a great while.

Q Very often a Thunderbird? A Yes.

Q And you at times were in that Thunderbird with Serritelli?

A Yes, I was.

Q Was Katz ever in the automobile with you? A Well, it was rather a small car. I don't think the three of us were in there at any one time, although he was with him many a time.

Q Katz was with Serritelli many times? A When I wasn't there. I would see them go off.

Q It was very obvious that they were close friends or,

at least, were always together? A They were close friends.



Q Did you ever see Antinozzi and Serritelli together?

A Yes, I did.

Q And how often did you see them together? A Well, every once in a while at a social function or night-clubbing once in a while.

Q About when was the first time you saw them together?

A Well, like I said before, I know Mr. Antinozzi a long time and throughout the years I have seen - oh, I'd say in the past ten years I haven't - but I've seen them before and then the last year or so I have seen them.

Q Yes, but when was the first time you saw them together?

A Oh, I'd say a year and a half or two years ago. Wait a minute now. Two or three years ago.

Q Was there another large payment from out of the association other than this \$30,000 mortgage that you know of, in the neighborhood of \$10,000 if that will refresh your memory? A Oh, yes. There was a payment made out to Starr and Weinberg, attorneys.

Q Do they specialize in anything that you know of?

A Internal Revenue from what I was led to believe. In other words, it was brought up by the floor - I think one or two of the fellows were having Internal Revenue trouble and it was brought up in that manner.

Q And the association paid \$10,000 to that firm?

A That was for a year, I believe.

Q \$10,00 per year.

BY SENATOR JONES:

Q Or was it a \$10,000 a year retainer? A Retainer, yes.

Q That's right. A And I think it was anyone of the association could use the services --

Q -- if they wanted to. A And the only time they would have to pay extra is if they got involved in a lengthy Internal Revenue problem and I think they sent out bulletins of different increases or different changes.

Q Do you know of anybody that used the attorneys?

A Previous?

Q No. They were retained. Do you know of anybody in the association that used them? A Oh, I don't know. I didn't use them so I don't know.

Q You don't know of anybody else that did either, do you?

A I think Stamato and Malanka did. I don't know.

BY MR. GROSS:

Q Did you ever have occasion to form an opinion as to whether this was a good thing, this \$10,000 yearly retainer?

A Well, in my honest opinion if it went the way it was supposed to - like I say, it happened only a month or two before I got out and at the time I think the committee at large as well as the members thought it was a good thing. Now whether or not it was, I don't know. I don't know who used it or what advantages they took of it.

Q Do you think it was a good thing? A Yes, I think it was.

Q Did you ever phrase this setup as a lot of hogwash? I use that in quotes. A I don't really remember.

Q You don't remember? A No, I don't remember.

Q Is it possible, knowing what your opinion of the setup

was that you could have used that term?           A I might have.  
Like I said before, that particular thing was a month or two  
before I got out and what happened to it or what the advantages  
or what happened, I don't know.

Q At least for one period of time, you did think it was a  
lot of hogwash?           A I might have, yes.

Q Do you know whether Serritelli has ever been in any  
income tax difficulty?           A Offhand, I don't know. I  
think he might have been.

Q Well, you were very close with Serritelli over a good  
period of time now, Mr. Roselle.           A I think he was, yes.

Q You think he was.           A Yes.

Q Now about what time was that that he was in Internal  
Revenue difficulty?

SENATOR JONES: As a matter of fact, he told you  
he was in trouble, didn't he?

THE WITNESS: Yes, he did, but I don't know  
exactly what it was.

Q Well, about when was it?           A I don't know what  
year he was involved in or what --

Q You don't even know what year it was?           A I don't  
know what year they were talking about.

Q What year was it that he got into the trouble?

SENATOR JONES: Wait a minute. The witness has  
a valid point there. Let's do it this way.

BY SENATOR JONES:

Q Do you recall when it was that Serritelli told you that  
he had Internal Revenue trouble?           A No, I don't.

Q You don't? A He has had Internal Revenue trouble many years because I have had heard it two or three times.

Q You have heard it two or three times. A Yes.

Q Do you know for what taxable years his Internal Revenue troubles were for? A No, I don't.

Q You don't know that? A No, I don't.

Q You don't know for what taxable years his difficulties were for. Do you know -- try to think now to the best of your capacity when it was you had your last conversation on the score of Internal Revenue troubles with him? If you can't do it, say "I can't do it." A I don't really remember.

Q Was there any relationship between tax counsel and Serritelli? A I don't know of any.

Q -- tax counsel for the association? A I don't know.

Q You don't know? A No, I don't personally know.

BY MR. GROSS:

Q Were you advised of the difficulty or trouble that Serritelli was having with Internal Revenue before this first \$10,000 fee was arranged? Do you know that? A I wouldn't say I was advised of it, no. I didn't know anything about it as far as that goes. But I think there were two members of the association that were having Internal Revenue trouble so it was brought up that these two fellows were knee deep in trouble. One of them, I think, had just made a settlement of some type and from what I understand these particular attorneys represented him and I think it came from these two parties that this would be

a good idea.

Q In other words, all the members of the association were contributing to the legal fees for two contractors? A No. These two contractors had had their own problems and this was brought up after, that we retain this particular outfit on a yearly basis for the year '57, I guess it was.

BY SENATOR JONES:

Q Mr. Roselle, then you are now clearing up what you left obscure in the record. You didn't hire this tax firm, the thirty of you or the twenty of you, however many there were, to take care of the two in trouble? A No. It was for everybody.

Q You hired them for everybody and it had no relationship to their trouble? A Those two fellows had completed their troubles.

Q They were out of their trouble. A Right. I think they were anyway.

Q The tax firm was on retainer for the purpose of taking care of anybody else's, including their trouble from that minute on, is that right? A Well, including those two also in case they got in trouble again because I don't think they got cleared up right up to date.

Q So then the moneys that were paid to this firm were for prospective purposes and in case anybody got into trouble, they were to use them. You happened to be one of those who didn't use them. A I didn't have much of a chance to; I might have, but I didn't.

Q Incidentally, while we are on it, you say you might have

had a chance; why did you quit the association?           A To be perfectly frank with you, it seemed to me one of the big problems as far as me quitting the association was that we were getting nowhere with our particular union delegate. In other words, the man refused to sit down and talk to us.

Q You are talking about Sorritelli?           A Yes. Sorritelli refused to sit down and talk with us along the lines of wages and it was like hitting a stone wall every time you tried to get him to sit down. He wouldn't sit down. I was out of the association in July, but I was still meeting with them in trying to negotiate wages and a number of times I requested that the association go on strike, not to meet the wage or not to meet the demands of Mr. Serritelli, but I couldn't get any cooperation outside of maybe one or two members.

Q For those reasons you quit?           A Yes, if I couldn't have the cooperation of the members in the association, I didn't see any reason to be in there.

Q In other words, instead of Serritelli striking against you, you were trying to strike against him, is that it?

A It wasn't trying to strike against him; I was trying to get things settled before the first of the year. I feel we started in July to try to negotiate and we couldn't get to first base.

Q Are you friendly with Serritelli now?           A No, I wouldn't say I am friendly today, no.

Q You used to be a social friend.           A Yes, I was.

Q You saw him considerably.           A Yes, I did.

Q And now you don't see him any longer.           A In the

first place I don't think he is around and in the second place we have had numerous labor difficulties where we -- socially he and I got along fine; businesswise he represented labor and I represented management and we couldn't see eye to eye and that was the big break in our particular social and business friendship, let's put it that way.

Q Well, let's analyze since you touched upon this once today -let's analyze one situation. You said that your West Orange contract expired in December 1958, is that right?

A January 10, 1958.

Q January 10, 1958. How long had that contract been in effect, Mr. Roselle? A The garbage contract?

Q Yes. How long did you have --a three-, five-, a one-year contract? A We didn't have the job. You have me confused.

Q East Orange. I beg your pardon. That is my error.

A We had it for five years.

Q You had it for five years? A Right.

Q The labor contract expired when? A For two and one-half years, to January 1, 1958.

Q 1958? A Right.

Q So it had two and one-half years to go? A It still has two years to go.

Q Two years to go. Now, what did you bid that job?

A What do you mean, what did I bid it? We submitted a bid with the wage demands at \$68 and \$76.

Q O.K. That is what I want to get to. First of all, do you recall the total amount of your bid for each year?

A \$232,000 a year.

Q \$232,000 a year. And you took the contract for --

A -- five years.

Q -- five years and you had a labor agreement, union agreement with the labor union for two and one-half years at \$60 for a helper and \$68 for a driver, right? A Well, when we bid the contract, the wage demand was \$68 and \$76. When we went to negotiate a contract, all I could get out of Mr. Serritelli was a two and one-half year contract, although I had a five year garbage contract.

Q Right. Now, what was his demand before you arrived at a settlement of \$60 and \$68? A No. His demands were \$68 and \$76.

Q And what did you settle at? A Well, previous to that, to give you the scope on it, we were paying five years before that \$40, \$48, \$52 and \$58.

Q \$40, \$48, \$52 and \$58. A Right. His demands were \$68 and \$76.

Q What year was that? A 1955.

Q This was in 1955. A Right.

Q You were paying \$40, \$48, \$52 and \$58 and his demands prior to that settlement were what? A No, no. That was the settlement.

Q That was the settlement. What was the demand in '55? A \$68 and \$76.

Q \$68 and \$76 for the same year? A No. From then on, from '55 on. Let's try to get this straight now. We received



a contract in 1950.

Q You got a contract in 1950. A All right, the wage demands at that time were maybe \$52 and \$58.

Q \$52 and \$58. A Just to give you a kind of chronological idea of how it happened, '52 and '58 we settled for \$40, \$48, \$52 and \$58 because we are the only contractor that has classification of pull-out and set-back.

Q -- that peculiar classification. On the new contract in 1955 the contract was bid for 1, 2, 3, 4 and five years. The wage demand was \$68 and \$76.

Q That was his wage demand. A Right. We sat down upon receiving the contract for five years and he gave me a contract for \$52, \$58, \$68 and \$76.

Q \$52, \$58, \$68 and \$76 for two and one-half years. A For two and one-half years.

Q And that two and one-half years came to an end on January 10th of this year -- of last year. A The contract was from August 1, 1955 to January 1, 1958.

Q January 1, 1958. A Right.

Q O.K. A At that particular time Mr. Serritelli --

Q Now wait a minute. Let's stop there. The contract itself was for two hundred and what thousand per year?

A \$232,000.

Q \$232,000 per year. And it represented how many trucks? A Approximately ten to eleven trucks.

Q Ten to eleven Pack-a-tite trucks? A Yes. Previous to that they were open trucks in there.

Q 18 cubic-foot Pack-a's? A 20.

Q Now in January 1958 he made a demand upon you of \$104 and \$114, right? A \$104 and \$114.40.

Q \$114.40. And in that negotiation -- A There was no compromise.

Q No compromise? A No nothing. He wouldn't talk.

Q Sign -- A -- or else.

Q -- or else. You signed. A We signed on December 30, 1957.

Q Now, in effect then, that has doubled. I can't say that it is accurate. But in effect it doubled your labor costs, practically doubled your labor costs for the remaining two and one-half years of your contract, isn't that right?

A No, it didn't double. I'll tell you why. We have approximately six men at \$52. We have approximately six men at \$58. We have approximately ten men at \$68 and ten men at \$76, that is, including foremen and mechanics. Now the double part would just be on the first six. The next six would be an increase of \$46 per man. Do you follow me?

Q No, you have me lost. I thought you said before under direct, and I may be misunderstanding you - I thought you said before under direct that he put you on \$104 and \$114 which is his demand. A He did, but it is not double our wage because we had six men at --

Q Well I was just speaking roughly. A Oh, roughly. Well, it wouldn't be double.

Q Tell us. Now explain it to us in your language. Don't take my language. For the \$52 fellow who was getting

\$52 under the contract for the first two and one-half years,  
what is he getting now beginning January? A \$104 a week.

Q Well, that is strictly double. A That is double.

Q That is double there. A Right.

Q The \$58 fellow - A The \$58 fellow is receiving  
\$104. He is receiving \$46 a week more.

Q Well, that is a few dollars under double. So, so far  
I was right about double. A Yes.

Q Now the \$68 fellow -\$104 a week? A Yes.

Q So that that fellow is receiving -- A -- \$36 a week more.

Q That is approximately 60 per cent increase,  
right? Well, this can be worked out mathematically. I don't  
want to hold you to it. A These are facts. It's all right.

Q The \$68 fellow got \$104 and the \$76 fellow got \$114.  
A Right.

Q And what is that? A \$38.40 increase, approximately  
50 per cent.

Q O.K. And you are carrying out the contract right now?  
A Yes, we are. We are carrying out the contract at a terrific  
loss.

Q Do you want to estimate for us your loss under this  
contract? A We have it figured out at approximately \$100  
a day.

Q Two and one-half years at \$100 a day. A I can  
tell you almost exact.

Q Go ahead and tell me; you are the witness. Two and one-  
half years at \$100 a day. A The wage increase cost us \$77,000

in wages.

Q Well now that is \$77,000 in wages for two and one-half years. A That is per year.

Q Oh, \$77,000 in wages per year. A Per year.

Q For two years that is \$154,000 roughly and for one-half year -- it would be around roughly about \$180,000 to \$190,000 that you are going to lose? A Well, no, we are not going to lose it because of the fact that we are just going to streamline our system, which we did. We made certain changes and we, ourselves, are working 15 and 16 hours a day.

Q Then you are not going to lose \$100 a day as you just testified. A Well, I mean, I am talking about our original wage in '57 as against our wage in '58 unless we do certain things, which we did.

Q I want to get this straight. You said - and you can change this; don't misunderstand - but you said it was going to cost you \$100 a day in loss as a result of this new contract and I said "Well, let's see." A Well, that's what we have it figured out at - the way we are operating today whereas we should under normal circumstances lose that \$77,000. If this was some other contractor that operated continually the same as he was before, he would lose that kind of money.

Q Then you changed your operation. You have streamlined your operation. A We did a little revamping on it.

Q But you are not losing \$100 a day. A Yes, we are losing \$100 - \$31,000 the way you figure it.

Q Well, are you saying now that you are losing \$30,000 a

year instead of \$77,000 because you have revamped?

A That's right.

Q So to have this contract for the next two and one-half years, it will cost you \$75,000? A Yes.

Q So you will lose that money for the next two and one-half years? A On that particular job, for sure.

Q There will be no profit in this job then for two and one-half years and there will be a \$75,000 loss? A Yes, there will be.

Q Now you are sure about that? A Positive as I am standing here.

BY MR. GROSS:

Q Mr. Roselle, there is one more question about that \$10,000 fee, retainer fee for Starr and Weinberg. It was to operate for prospective trouble only as I understand it.

A Well, the way I understood it - like I say, I didn't get involved too much because I was out about two months later - it was for anything as long as they didn't have any long, drawn-out court case, in which accounting was advisable or they had to bring in special CPA's to revamp or check. It amounted to approximately - I think they even had it figured out to \$200 per person, something like that. I don't know.

Q Did Sorritelli advise you or in his conversations with you did you become aware of his tax troubles while you were a member of the association? A No, I can't say that I knew that he had tax trouble right at that time. I know he has been having income tax trouble throughout the years.

Q Did he tell you about it after he left the association

or after you left the association?           A I didn't talk to him very much after I left the association.

Q So then it must have been while you were a member.

A No, it was before I was a member. I have known him a lot of years and he has always had trouble.

BY SENATOR JONES:

Q Mr. Roselle, he must have told you he was having income tax trouble from moneys that he received from other sources than his salary as a business agent for the Teamsters, didn't he?           A No, I don't think he told me that, Senator.

Q You don't think he did?           A No, sir. I don't think I knew him that well for him to tell me stuff like that.

Q All right. Then you were all the time of the opinion and under the apprehension that he was having internal revenue trouble over the fact that he was paid a salary which was reported to the government by the Teamsters' Union?

A Not necessarily.

Q Did you think that was his trouble?           A No, I thought he had other incomes or other troubles. Exactly what they were, I don't know.

Q You don't mean to have other income is trouble, do you?           A No. I thought that he may have received other moneys from other businesses he might have been in or something.

Q Did you know of any businesses that he was in?

A Other than rumor, no.

Q Other than rumor.           A And I don't think that I should state rumors.

Q Well, let me ask you this: Wasn't there some suggestion

that he was in the garbage business himself?           A To my knowledge there was a lot of talk as such, but I don't really think he was at that particular time.

Q Well, wasn't there discussion that he had an interest in some of these garbage firms?           A I didn't know of it. I have heard rumors that since then - but at the time when I knew him I don't think he had any interest in any garbage firm.

Q Well, you heard it, but you didn't give it any credence.           A I didn't think so, no, sir.

Q What were the other businesses that you heard that he was in but gave no credence to them?           A They were strictly rumors so I don't think I should state them.

BY MR. GROSS:

Q Mr. Roselle, was Starr and Weinberg, this tax firm, for the consideration of \$10,000 per year as a retainer - were they in any way authorized to render any tax service to Serritelli?

A Not that I know of.

Q But it could have been possible?           A I don't think so. I don't know.

Q You don't think so?           A I don't know. As far as I was concerned, I left about two months later. There was a proposition put on the floor that Frank Stamato and Malanka was in trouble -Starr and Weinberg had taken care of them very well -this outfit would represent the association as a group and they all thought they would have someone to consult in reference to Internal Revenue problems to keep them informed.

Q And they all thought that Serritelli would have some

need to consult too?      A   I don't know that.

Q   You don't know?      A   No, sir.

BY SENATOR JONES:

Q   Is this the Stamato - is this the case wherein  
he pleaded guilty before the United States District Court Judge?

A   I don't know. I know Frank Stamato and Danny Malanka was  
having trouble and I understood that they had had this particular  
attorney and they claimed that they were very good. Other than  
that, I don't know anything.

BY MR. GROSS:

Q   Did you ever have a meeting with Serritelli prior to the  
bid in Belleville?      A   No.

Q   Never at any time?      A   Mr. Serritelli and I at  
that particular time were not very friendly. I can't for the  
life of me understand where I would have a meeting with him  
because we were not getting along, period.

BY SENATOR JONES:

Q   Let's see if I can refresh your mind a little bit.  
You knew Pucillo, didn't you?      A   Lorenzo Pucillo I  
know very well.

Q   You knew Cassini?      A   Petrozello and Company, yes.

Q   You knew Egan?      A   Yes, I know him.

Q   You knew Miele?      A   Yes.

Q   And you knew Serritelli, of course. Now as to Serritelli,  
you have testified you were very friendly with him. What about  
Miele?      A   What was that again?

Q   As to Serritelli --      A   I was not very friendly  
with Mr. Serritelli at the time of the Belleville bid.



Q Was this before you began being friendly with him or was this after there was a cooling-off period? A No. Mr. Serritelli and I are friendly one year and very mad at one another the next year. It goes on and on like that. He is a fellow that may be your friend today and may be your enemy tomorrow and that is the way it was with he and I. Since 1939 he and I have had a number of fall-outs.

Q And you have had a number of fall-ins? A Yes, I guess you are right.

Q I won't press you on this. You think at this time you were on the fall-out side with Serritelli? A I know I was at that time.

Q Now, Miele - were you friendly with Miele at this time? A Pretty friendly.

Q No warmth, no social -- A No, I know him and he knows me.

Q How about Egan? You were friendly with Egan. A No. I know him as a contractor. You never get too close to most of these contractors.

Q Well, you were close to Pucillo, as I recollect, weren't you? A Lorenzo Pucillo --

Q -- and Cassini? A Cassini, very rarely.

Q Now, you know Viola, don't you? A Viola - yes, I know Viola.

Q You know the young lad, Thomas Viola, I think it is. He is a member of the association too, isn't he? A Yes.

Q And have you forgotten your meeting in Viola's office with Pucillo, Cassini, Egan, Miele and Serritelli? A Mr.

Jones, you are asking me a question and my answer to that is "no." I was never at no meeting at Viola's office.

Q You were not? A I was not friendly with Mr. Serritelli at the time and the only man that I was half-way friendly in reference to the Belleville job was Lorenzo Pucillo who received a dump permit from me, but we bid against this job due to the fact that that man - we didn't know exactly what he would do as far as bidding, so we submitted a bid in the interest of covering ourselves in case Mr. Lorenzo Pucillo decided to bid higher than we thought it was worth. In other words, we were trying to secure ourselves one way or the other. Mr. Pucillo was going to bid the job; we bid the job. Mr. Pucillo we gave a dump permit to and the interest that we were interested in bidding it - we were going to bid it at our price in the hope that if Mr. Pucillo went under it, he could have it. If he didn't, we were putting in the price that we wanted the job for.

Q Did you know his figures? A No, I didn't.

Q Did he know yours? A No, he didn't.

Q Did you know anybody else's? A No, I didn't.

Q Did you have any meetings with Capassa at about this time in connection with the Belleville job? A One particular meeting in which Capassa and Pucillo --

Q Now which Capassa are we talking about? A Thomas Capassa.

Q Tom? A Yes, the father. He come over to see me one time in reference to the Belleville job. He and Mr. Pucillo

were partners on the Belleville job previous to this particular bid that you are referring to, I think. You are talking about the bid of three or four years ago - about three years ago, I think it is. Is that correct?

Q Right. A At that particular bid the two partners were going to break up. Capassa couldn't get along with Pucillo; Pucillo couldn't get along with Capassa. We in turn had the dumping rights. In other words, they were dumping in our dumping ground. Mr. Capassa is very friendly to us. In fact, in an indirect sort of way he is related. Mr. Pucillo happens to be a neighbor of ours. So rather than become involved with the two of them, we issued them both a permit. We specifically told them "We will give both of you a permit; go knock your brains out" and that is what we did.

BY MR. GROSS:

Q On that same Belleville job, do you know, Mr. Roselle, whether there were two separate Capassa entities bidding on the job? A I don't know it at the time, but I know that they bid it; both of them bid it.

Q In other words, there were two Capassas that bid the job. How were they related? A Father and sons.

Q And they both put in separate bids on the job?

A Yes, they did. There was a reason for it as I understood it.

Q One other job I want to go to before the recess - on the Elizabeth job in which you were bidding against Fereday and Meyers, how many bids were rejected? A One.

Q Of yours? A One.

Q On your second bid, how much profit did you anticipate at the time of making the bid? A The second bid or the first one?

Q The second one. A Well, I am going to be perfectly frank with you, the type of bidding that we do is to this extent: The previous contractor that was in there was doing the job with approximately 15, 18, 19 trucks. We in turn looked at his particular operation and saw that we could improve it considerably. Therefore, we bid the contract at a fair figure in hope that whatever we could save by efficiency in operation, we could maybe make and that is the way we bid that job. Garbage contracts are not bid with profits on top of the estimate. It is usually on how much you can save on your operation that would constitute your particular profit.

Q Mr. Roselle, do you remember appearing before the Union County Grand Jury -- A Yes.

Q -- April 10, 1958? A Yes, I do.

Q Do you remember that you gave them a specific figure as to the anticipated profit on the Elizabeth job on the second bid? A To be perfectly frank with you, on the second bid I think the only thing that I mentioned was that on our first bid there was an existing war - the Scandinavian countries were in some sort of trouble there with Russia - and that we had put in an additional amount of money for a possible war. Now, as far as the Elizabeth contract, we stand on our bid on it.

Q Now, did you tell the Union County Grand Jury that you anticipated a specific amount of profit percentage on your second bid? A I might have. I don't really remember.

Q Now, could it have been ten per cent on the second bid? A It might have been.

Q It might have been? A Yes.

Q That would be reasonable under the circumstances?  
A More than reasonable.

Q Now, was not that second bid fully \$100,000 a year less than the first bid? A I beg to disagree with you. It wasn't \$100,000 less. The particular bids were submitted in a different order. The first bid that was submitted showed how much do you want for the whole job, including sanitary landfill. The second bid was submitted in a manner that was different. It said "How much do you want for the contract? How much do you want for the sanitary landfill?" When you add the two together, there was approximately \$50,000 difference, not \$100,000 as the papers have publicized it and built it up. In other words, the two jobs were bid on two different items, one included sanitary landfill - one asked for a bid on the job and extra for sanitary landfill. If I remember correctly, that is the way I remember it.

Q And the second bid specifications were the same as the first bid specifications, right? A They were to a certain extent. In the first bid, we did not anticipate leaving store rubbish. In the second bid, we did and we have left it. In the first bid we were interested in doing an ultra-modern job, a good one. In the second bid we decided to live up to the specifications one hundred per cent and that is what we did.

Q You are satisfied to let the record indicate that it

would be reasonable to anticipate a ten per cent profit on your second bid?       A No, I can't say that because there has been a few unexpected things, such as legal fees, that we never should have anticipated.

Q I mean, at the time the bid was made, the second bid, it would be reasonable to say that you anticipated a ten per cent profit, that is, on the second bid?       A We might have hoped to make a ten per cent profit. Whether we made it or not was another thing.

Would you clarify that Elizabeth thing there if you have the figures. For my own benefit, I'd like to know. I am almost certain I'm correct.

BY SENATOR JONES:

Q You mean from our figures?       A Do you have your figures?

Q Sure, we have figures. We have figures on everything.  
A Figure the two and you will see what I mean by the contract being bid differently. Although it was the same job, the prices submitted were different.

BY MR. GROSS:

Q Mr. Roselle, if this will help you out at all, you made a one-year bid - this is the first bid now --       A Give me the three-year bid. That is the one we got so let's take it from there.

Q Well, all three years are important, I think, in your interpretation here, Mr. Roselle, because you have been playing up or pointing out that your union contract was for a shorter

period than the three years, but you made bids for one, two, and three years, and five years. I'll give you the figures. On a one-year basis your first bid was \$525,000. Your second bid in which you anticipated ten per cent profit was \$411,000.

A All right now, just a moment. Now add my sanitary landfill on there. What is the figure for sanitary landfill?

Q This is a total bid. A I beg to disagree with you. The first figure of \$525,000 is with sanitary landfill. Then it asks "How much of a credit will you give?" You read the specifications and you will see what I mean.

Q We have the specification. A Well, you check them. I am almost certain I am correct.

BY SENATOR JONES:

Q Let's hold that over for tomorrow. Let me ask you one thing: Do you bid in Bergen or Passaic County? A Sometimes, yes.

Q When did you bid last in Passaic and when did you bid last in Bergen? A I think the last time I bid was in Passaic. In Bergen County--

Q You bid recently in both counties? A No, in Passaic. I bid in Passaic. Bergen County I don't think we have bid lately because there have been very few, if any, jobs -- oh, wait a minute. Clifton is in Bergen, isn't it?

Q No. A Clifton is in Passaic County?

Q Right. A I think the last job we bid was Passaic or Clifton in Passaic County. I don't think we have bid any jobs lately in Bergen County. I could be wrong, but I don't think so.

Q You testified that your operation was in Essex, Union, Hudson and there was one more. No. I have my notes here. You testified that most of your work was in Essex and Union Counties, isn't that right? A I said Essex, Union -- we covered the areas of Essex, Union and Hudson Counties, I think, that was including around our dumps.

Q Now this doesn't have to apply to you so this is just a question. A That's all right.

Q For a fellow who has large commitments in a specific area - like here you are - you have East Orange and you have South Orange and Elizabeth - is that right or wrong?

A Well, they are private. East Orange, Union and Elizabeth is contract. The rest of it is private.

Q Well, I know, but my point is you get committed more or less to an area, don't you, as you go along? A Well, sometimes it's your disposal area that determines it. It is very possible if you have a dumping ground in Bergen County, you will more or less try to take jobs in Bergen County. If you are in Essex County, you take them from there.

Q What I am trying to get at is simply this and I may be wrong about it and I want your opinion: Isn't it more costly for you with your present commitments in Hudson and Union - isn't it more costly for you to seek to set up an operation in, say, Morris or Bergen County? A Not necessarily. If you move out there and you are all set up already, you can move.

Q You are not at any competitive disadvantage?

A To a certain extent, but if you are any type of an operator,



as far as the collector, itself, it's very possible that we could maybe do a job cheaper than someone else, even though it is in their own backyard. Your very simple answer there is - we went to Union County in the City of Elizabeth where Fereday and Meyers is housed in the City of Elizabeth - we from East East Orange went into Elizabeth and were able to do the job and maybe operate more efficiently than he was doing.

Q Well, now, what have you got to say to the committee in connection with per capita cost of garbage? A Per capita cost? I think it is a trade secret, don't you, Mr. Jones?

Q I am not asking you about yours. I don't want to put you to any unfair disadvantage, but we have got to get to this, and essentially I am trying to find out since you are a fellow who has been attending all the meetings that you have been attending - remember you testified that you even went when you weren't bidding. A That's right.

Q What do you have to say with reference to the ordinary contract which is to pick up garbage at the street line - what would you say seems to be the average per capita cost for the industry? A Each individual town has its own characteristic.

Q That is perfectly true. We understand that. A I mean, to turn around and say a price of one dollar in an outlying area like Springfield should be the same in the City of East Orange or the Town of West Orange is rather peculiar. A number of conditions exist such as the dump site. Where is

your dump site?

Q Then you agree with the basic thesis of the Bergen County Grand Jury, for instance, or with the Attorney General, for instance, that the question of control of a dump site has a large effect upon what the price is a man can charge?

A It depends on the individual operator.

Q Right. A Now Fereday and Meyers, a company in Elizabeth, like I said before, was dumping in the City of Elizabeth, using anywhere from 15 to 18 trucks. We are hauling to Kearny and we are using anywhere between 12 and 15 trucks. What's the difference? Can you tell me why his per capita cost may be \$5 per head - my per capita cost may be \$4 per head? That is the operation. Garbage is not something that you can measure with a ruler. I mean, it seems to me the general public, the politicians of the state, along with the municipal officials, cannot measure garbage by a ruler. It's the operation. Efficiency in operation makes for a cheaper price. It is very possible I could do a job for \$3 a head where my competitor might need \$4 a head. I have seen conditions where they need \$5 or \$6 a head and I gave you a perfect example where you say to me that the dump is the main thing. It is one of the elements. Mr. Lippman of the Fereday and Meyers Company operated out of the City of Elizabeth, dumped in the City of Elizabeth, yet that man needed \$5 to operate. I can operate on \$4. I can explain it to you very easy in the operation. If you look at his operation - look at our operation - it is as simple as all that.

Q You think you have got a very much better operation than he has?      A I am not saying this in a manner of --

Q We are not talking about competitive pride or blowing your own horn, but in effect you have testified here that you are a 25 per cent better operator than he is because he can do it for \$5 and you can do it for \$4 - 20 per cent.

A Well, let's put it this way: Operations speak for themselves. He had the contract. Like I said before, he was dumping in the City of Elizabeth; we are dumping in the Town of Kearny. I am using 15 trucks; he was using anywhere between 18 and 20. He was dumping in Elizabeth; I am dumping in Kearny. Facts speak for themselves.

BY MR. GROSS:

Q This will just take a few minutes and it will help, I think, in clarifying the Elizabeth situation tomorrow morning. We are using you as the same contractor here so efficiency will be the same. Your per capita cost for Elizabeth, based on population of 10,000 approximately, is \$3.41.

BY SENATOR JONES:

Q Incidentally, when you bid, do you bid on per capita cost?      A No. We estimate our job down to a chain.

Q To a what?      A To a chain - a chain that we might need for snow. We also anticipate weather conditions. It is all in knowing the business.

Q It is not on per capita cost or on population?

A We don't bid by per capita, no, sir. One job may be \$5; another job may be \$3. It's a difference in service.

BY MR. GROSS:

Q Well, there can be a variation of \$3 to \$5.

A Well, it seems to me the reports that the state is putting out - they are not comparing the same things. It is like I mentioned on the Elizabeth price. It is not the same comparison, although you may think so.

Q Well, let me state a comparison, if you will, Mr. Roselle. I am taking now two towns in Bergen County with the same contractor, namely, you, efficiency being the same - one Dumont with population of 8,800 and Maywood, population 8,000.

A Now wait a minute. How can you stand here and ask me to compare a backyard job with a curb job?

Q May I finish my question, Mr. Roselle?

SENATOR JONES: You can make that distinction. Don't argue with the attorney. You are getting an opportunity to say everything you want, aren't you?

THE WITNESS: Yes, I am.

SENATOR JONES: So what are you fussing about? Let him ask the question and when he is through, tell him anything you want.

Q Continuing with that question, a comparison of those two towns, specifications for your bids on both towns were two days a week pickup for commercial and residential. In Dumont you had curb service only; in Maywood you had rear-door pickup, just as you have said. Yet in Dumont you had a per capita cost of \$8.05, while in Maywood with rear-door pickup, you had a per capita cost of only \$6.54. Now, how can you explain that?

A I'll explain it to you. In Dumont I had a bone to pick with Mr. Albanese. I went in to bid this job and I just was throwing a bid in. That's my privilege, isn't it?

Q You were just throwing a bid in? A Yes, I was just throwing a bid in. That's my privilege, isn't it?

Q And you threw it in at \$8.05 per capita?

A It was out of my territory. I threw a bid in just to see if he would keep his price down.

Q Keep his price down to below \$8 per capita? A I just threw a bid in. I had a bone to pick with Mr. Albanese. That happens to be the contractor; am I right?

Q Yes. Are you aware that in keeping his price down and forcing Albanese to keep his price down -- A I don't know what he bid offhand.

Q -- the price in Dumont went up over the preceding contract by 209.86 per cent? Are you aware of that?

A I don't remember the bid exactly. I know we submitted a bid because we weren't getting along with Mr. Albanese on something else and that's the reason we bid it.

Q And you threw in a bid to keep him down when your bid was based on over \$8 per capita? A Just threw it in.

SENATOR JONES: Now, I think we had better adjourn, but you had better be back tomorrow at 10:30 and I think we will dispose of you in the sense of permitting you to go on your merry way in a short period of time. In other words, I think you will be out of here in the early part of the forenoon.

This meeting stands adjourned until tomorrow morning. All witnesses under subpoena will return here tomorrow at 10:30.

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